

04/03/2024

By: T. Crowther Deputy

Edwin Aiwazian (SBN 232943)
Joanna Ghosh (SBN 272479)
Selena Matavosian (SBN 348044)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

CONRAD MARTINEZ, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act; CHARLENE RUEDAS, individually, and on behalf of other members of the general public similarly situated; WILLIAM YOUAKUM, individually, and on behalf of other members of the general public similar situated;

Plaintiffs,

vs.

SOLID SOLUTIONS 24/7, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 34-2020-002286636-CU-OE-GDS

Honorable Lauri A. Damrell
Department 22

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES AND
ENFORCEMENT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT, CAL.
LABOR CODE §2689 ET SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business &

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

Professions Code §§ 17200, et seq.
(11) Violation of California Labor Code
§ 2698, et seq. (Private Attorneys
General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff CONRAD MARTINEZ (“Plaintiff MARTINEZ”), individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, Plaintiffs CHARLENE RUEDAS (“Plaintiff RUEDAS”) and WILLIAM YOUAKUM (“Plaintiff YOUAKUM”) (collectively, “Plaintiffs”), individually, and on behalf of other members of the general public similarly situated, allege as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiffs, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. The Superior Court for the County of Sacramento has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The

1 statutes under which this action is brought do not specify any other basis for jurisdiction.

2 3. The Superior Court for the County of Sacramento has jurisdiction over Defendants
3 because, upon information and belief, Defendants are citizens of California, have sufficient
4 minimum contacts in California, or otherwise intentionally avail themselves of the California
5 market so as to render the exercise of jurisdiction over them by California courts consistent with
6 traditional notions of fair play and substantial justice.

7 4. Venue is proper in this Court because, upon information and belief, Defendants
8 maintain offices, have agents, employs individuals, and/or transact business in the State of
9 California, County of Sacramento. At all relevant times, Defendant SOLID SOLUTIONS 24/7,
10 INC. maintained their headquarters/“nerve center” within the State of California, County of
11 Sacramento.

12 **PARTIES**

13 5. Plaintiff CONRAD MARTINEZ is an individual residing in the State of
14 California.

15 6. Plaintiff CHARLENE RUEDAS is an individual residing in the State of
16 California.

17 7. Plaintiff WILLIAM YOUAKUM is an individual residing in the State of
18 California.

19 8. Defendant SOLID SOLUTIONS 24/7, INC., at all times herein mentioned, was
20 and is, upon information and belief, a California corporation and, at all times herein mentioned,
21 an employer whose employees are engaged throughout the State of California, including the
22 County of Sacramento.

23 9. At all relevant times, Defendant SOLID SOLUTIONS 24/7, INC. was the
24 “employer” of Plaintiffs within the meaning of all applicable California laws and statutes.

25 10. At all times herein relevant, Defendants SOLID SOLUTIONS 24/7, INC., and
26 DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint
27 employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or
28 assigns, each of the other, and at all times relevant hereto were acting within the course and

scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

11. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue said defendants by such fictitious names. Plaintiffs are informed and believe, and based on that information and belief allege, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint. Plaintiffs will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

12. Defendants SOLID SOLUTIONS 24/7, INC. and DOES 1 through 100 will hereinafter collectively be referred to as "Defendants."

13. Plaintiffs further allege that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs, the other class members, and the aggrieved employees so as to make each of said Defendants employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

14. Plaintiffs bring this action on their own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

15. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees of any of the Defendants within the State of California at any time during the period from October 6, 2016 to April 23, 2023 and who reside in California.

SUBCLASS A. All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time

during the period from October 6, 2016 to final judgment who earned shift differential pay/commissions/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages and who reside in California.

16. Plaintiffs reserve the right to establish subclasses as appropriate.

17. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiffs at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiffs' claims are typical of all other class members' as demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other class members with whom they have a well-defined community of interest.

c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each class member, with whom they have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no interest that is antagonistic to the other class members. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

d. Superiority: A class action is superior to other available methods for the

1 fair and efficient adjudication of this litigation because individual joinder
2 of all class members is impractical.

- 3 e. Public Policy Considerations: Certification of this lawsuit as a class action
4 will advance public policy objectives. Employers of this great state violate
5 employment and labor laws every day. Current employees are often afraid
6 to assert their rights out of fear of direct or indirect retaliation. However,
7 class actions provide the class members who are not named in the
8 complaint anonymity that allows for the vindication of their rights.

9 18. There are common questions of law and fact as to the class members that
10 predominate over questions affecting only individual members. The following common
11 questions of law or fact, among others, exist as to the members of the class:

- 12 a. Whether Defendants' failure to pay wages, without abatement or
13 reduction, in accordance with the California Labor Code, was willful;
- 14 b. Whether Defendants' had a corporate policy and practice of failing to pay
15 their hourly-paid or non-exempt employees within the State of California
16 for all hours worked and missed (short, late, interrupted, and/or missed
17 altogether) meal periods and rest breaks in violation of California law;
- 18 c. Whether Defendants required Plaintiffs and the other class members to
19 work over eight (8) hours per day and/or over forty (40) hours per week
20 and failed to pay the legally required overtime compensation to Plaintiffs
21 and the other class members;
- 22 d. Whether Defendants failed to use the shift differential pay/non-
23 discretionary bonuses/commissions/non-discretionary performance pay to
24 calculate the regular rate of pay used to calculate the overtime rate for the
25 payment of overtime wages where Plaintiffs and the other class members
26 earned shift differential pay/commissions/non-discretionary bonuses/non-
27 discretionary performance pay and overtime wages in the same workweek;
- 28 e. Whether Defendants deprived Plaintiffs and the other class members of

meal and/or rest periods or required Plaintiffs and the other class members to work during meal and/or rest periods without compensation;

f. Whether Defendants failed to pay minimum wages to Plaintiffs and the other class members for all hours worked;

g. Whether Defendants failed to pay all wages due to Plaintiffs and the other class members within the required time upon their discharge or resignation;

h. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other class members during their employment;

i. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;

j. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);

k. Whether Defendants failed to reimburse Plaintiffs and the other class members for necessary business-related expenses and costs;

l. Whether Defendants' conduct was willful or reckless;

m. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;

n. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and

o. Whether Plaintiffs and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

19. At all times herein set forth, the Private Attorneys General Act, California Labor Code section 2698, et seq. ("PAGA") was applicable to Plaintiff MARTINEZ's employment by Defendants.

///

20. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

21. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved employee,” who is any person that was employed by Defendants and the alleged violator and against whom one or more of the alleged violations was committed.

22. Plaintiff MARTINEZ was employed by Defendants and the alleged violations were committed against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff MARTINEZ and the other employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are current or former employees of Defendants, and one or more of the alleged violations were committed against them.

23. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff MARTINEZ, may pursue a civil action arising under PAGA after the following requirements have been met:

- a. The aggrieved employee shall give written notice by certified mail (hereinafter “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.
- b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employer by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the

aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

24. On April 3, 2023, Plaintiff MARTINEZ provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant SOLID SOLUTIONS 24/7, INC. of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff MARTINEZ has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff MARTINEZ's notice.

25. Therefore, Plaintiff MARTINEZ has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and IWC Wage Orders, including, inter alia, Wage Orders 4-2001, and 5-2001.

GENERAL ALLEGATIONS

26. At all relevant times set forth herein, Defendants employed Plaintiffs and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Sacramento.

27. Defendants, jointly and severally, employed Plaintiff MARTINEZ as an hourly-paid, non-exempt employee, from approximately January 2013 to approximately January 2018, in the State of California.

28. Defendants, jointly and severally, employed Plaintiff RUEDAS as an hourly-paid, non-exempt employee, from approximately June 2016 to approximately September 2020, in the State of California.

29. Defendants, jointly and severally, employed Plaintiff YOUAKUM as an hourly-paid, non-exempt employee, from approximately October 2015 to approximately March 2018, in the State of California.

///

1 30. Defendants hired Plaintiffs and the other class members, and aggrieved
2 employees, classified them as hourly-paid or non-exempt employees, and failed to compensate
3 them for all hours worked and missed, late, short, and/or interrupted meal periods and/or rest
4 breaks.

5 31. Defendants had the authority to hire and terminate Plaintiffs and the other class
6 members and aggrieved employees, to set work rules and conditions governing Plaintiffs' and
7 the other class members' and aggrieved employees' employment, and to supervise their daily
8 employment activities.

9 32. Defendants exercised sufficient authority over the terms and conditions of
10 Plaintiffs' and the other class members' and aggrieved employees' employment for them to be
11 joint employers of Plaintiffs and the other class members.

12 33. Defendants directly hired and paid wages and benefits to Plaintiffs and the other
13 class members and aggrieved employees.

14 34. Defendants continue to employ hourly-paid or non-exempt employees within the
15 State of California.

16 35. Plaintiffs and the other class members and aggrieved employees worked over
17 eight (8) hours in a day, and/or forty (40) hours in a week during their employment with
18 Defendants.

19 36. Defendants required Plaintiffs and the other class members to record their
20 scheduled hours, rather than the actual hours worked.

21 37. Plaintiffs are informed and believe, and based thereon allege, that Defendants
22 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
23 employees within the State of California. This pattern and practice involved, *inter alia*, failing
24 to pay them for all regular and/or overtime wages earned and for missed, shortened, late, and/or
25 interrupted meal periods, and missed, shortened, late, and/or interrupted rest breaks in violation
26 of California law.

27 ///

28 ///

38. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members and aggrieved employees were entitled to receive certain wages for overtime compensation and that they were not receiving accurate overtime compensation for all overtime hours worked as a result of, *inter alia*, Defendants' requiring Plaintiffs and the other class members and aggrieved employees to perform work off-the-clock. Defendants' failure includes, *inter alia*, failing to compensate Plaintiffs and the other class members and aggrieved employees for job duties performed before and/or after their scheduled shifts such as tasks related to conducting investigations for vehicles Defendants were seeking out, towing the sought-after vehicles, and delivering those vehicles to Defendants-operated vehicle yards.

39. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to use the shift differential pay/commissions/non-discretionary bonuses/non-discretionary performance pay to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages where Plaintiffs and the other class members earned shift differential pay/commissions/non-discretionary bonuses/non-discretionary performance pay and overtime wages in the same workweek.

40. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to provide Plaintiffs and the other class members and aggrieved employees all required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders and thus they are entitled to any and all applicable premium pay and penalties.

41. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members and aggrieved employees were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class member's and aggrieved employee's regular rate of pay when a meal period was missed, shortened, late, and/or interrupted and they did not receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class member's and aggrieved employee's regular rate of pay when a meal period was missed, shortened, late, and/or

1 interrupted.

2 42. Plaintiffs are informed and believe, and based thereon allege, that Defendants
3 knew or should have known that Plaintiffs and the other class members and aggrieved employees
4 were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiffs'
5 and the other class member's and aggrieved employee's regular rate of pay when a rest period
6 was missed, shortened, late, and/or interrupted and they did not receive all rest periods or
7 payment of one additional hour of pay at Plaintiffs' and the other class members' and aggrieved
8 employees' regular rate of pay when a rest period was missed, shortened, late, and/or interrupted.

9 43. Plaintiffs are informed and believe, and based thereon allege, that Defendants
10 knew or should have known that Plaintiffs and the other class members and aggrieved employees
11 were entitled to receive at least minimum wages for compensation and that they were not
12 receiving at least minimum wages for all hours worked. Defendants' failure to pay minimum
13 wages included, *inter alia*, Defendants' effective payment of zero dollars per hour for hours
14 Plaintiffs and the other class members and aggrieved employees worked off-the-clock
15 performing work duties.

16 44. Plaintiffs are informed and believe, and based thereon allege, that Defendants
17 knew or should have known that Plaintiffs and the other class members and aggrieved
18 employees were entitled to receive all wages owed to them upon discharge or resignation,
19 including earned but unpaid overtime wages, and minimum wages, and meal and rest period
20 premiums, and they did not, in fact, receive all such wages owed to them at the time of their
21 discharge or resignation.

22 45. Plaintiffs are informed and believe, and based thereon allege, that Defendants
23 knew or should have known that Plaintiffs and the other class members and aggrieved employees
24 were entitled to receive all wages owed to them during their employment. Plaintiffs and the
25 other class members and aggrieved employees did not receive payment of all wages, including
26 overtime and minimum wages and meal and rest period premiums, within any time permissible
27 under California Labor Code section 204.

28 ///

1 46. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 knew or should have known that Plaintiffs and the other class members and aggrieved employees
3 were entitled to receive complete and accurate wage statements in accordance with California
4 law, but, in fact, they did not receive complete and accurate wage statements from Defendants.
5 The deficiencies included, *inter alia*, the failure to include the total number of hours worked by
6 Plaintiffs and the other class members and aggrieved employees, the correct rates of pay at which
7 Plaintiffs and the class members and aggrieved employees were supposed to be paid, and all
8 meal premiums paid.

9 47. Plaintiffs are informed and believe, and based thereon allege, that Defendants
10 knew or should have known that Defendants had to keep complete and accurate payroll records
11 for Plaintiffs and the other class members and aggrieved employees in accordance with
12 California law, but, in fact, did not keep complete and accurate payroll records.

13 48. Plaintiffs are informed and believe, and based thereon allege, that Defendants
14 knew or should have known that Plaintiffs and the other class members and aggrieved employees
15 were entitled to reimbursement for necessary business-related expenses, including, *inter alia*,
16 the use of personal cell phones for business-related purposes and purchasing and maintaining
17 supplies and equipment.

18 49. Plaintiffs are informed and believe, and based thereon allege, that Defendants
19 knew or should have known that they had a duty to compensate Plaintiffs and the other class
20 members and aggrieved employees pursuant to California law, and that Defendants had the
21 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
22 do so, and falsely represented to Plaintiffs and the other class members and aggrieved employees
23 that they were properly denied wages, all in order to increase Defendants' profits.

24 50. During the relevant time period, Defendants failed to pay overtime wages to
25 Plaintiffs and the other class members and aggrieved employees for all overtime hours worked.
26 Plaintiffs and the other class members and aggrieved employees were required to work more
27 than eight (8) hours per day and/or forty (40) hours per week without overtime compensation for
28 all overtime hours worked.

1 51. During the relevant time period, Defendants failed to use the shift differential
2 pay/commissions/non-discretionary bonuses/non-discretionary performance pay to calculate the
3 regular rate of pay used to calculate the overtime rate for the payment of overtime wages where
4 Plaintiffs and the other class members and aggrieved employees earned shift differential
5 pay/commissions/non-discretionary bonuses/non-discretionary performance pay and overtime
6 wages in the same workweek.

7 52. During the relevant time period, Defendants failed to provide all requisite
8 uninterrupted meal and rest periods to Plaintiffs and the other class members and aggrieved
9 employees.

10 53. During the relevant time period, Defendants failed to pay Plaintiffs and the other
11 class members and aggrieved employees at least minimum wages for all hours worked.

12 54. During the relevant time period, Defendants failed to pay Plaintiffs and the other
13 class members and aggrieved employees all wages owed to them upon discharge or resignation.

14 55. During the relevant time period, Defendants failed to pay Plaintiffs and the other
15 class members and aggrieved employees all wages within any time permissible under California
16 law, including, *inter alia*, California Labor Code section 204.

17 56. During the relevant time period, Defendants failed to provide complete or
18 accurate wage statements to Plaintiffs and the other class members and aggrieved employees.

19 57. During the relevant time period, Defendants failed to keep complete or accurate
20 payroll records for Plaintiffs and the other class members and aggrieved employees.

21 58. During the relevant time period, Defendants failed to reimburse Plaintiffs and the
22 other class members and aggrieved employees for all necessary business-related expenses and
23 costs.

24 59. During the relevant time period, Defendants failed to properly compensate
25 Plaintiffs and the other class members and aggrieved employees pursuant to California law in
26 order to increase Defendants' profits.

27 60. California Labor Code section 218 states that nothing in Article 1 of the Labor
28 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due

1 to him [or her] under this article.”

2 **FIRST CAUSE OF ACTION**

3 **(Violation of California Labor Code §§ 510 and 1198)**

4 **(Against SOLID SOLUTIONS 24/7, INC. and DOES 1 through 100)**

5 61. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1
6 through 60, and each and every part thereof with the same force and effect as though fully set
7 forth herein.

8 62. California Labor Code section 1198 and the applicable Industrial Welfare
9 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without
10 compensating them at a rate of pay either time-and-one-half or two-times that person’s regular
11 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

12 63. Specifically, the applicable IWC Wage Order provides that Defendants are and
13 were required to pay Plaintiffs and the other class members employed by Defendants, and
14 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
15 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than
16 forty (40) hours in a workweek.

17 64. The applicable IWC Wage Order further provides that Defendants are and were
18 required to pay Plaintiffs and the other class members overtime compensation at a rate of two
19 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

20 65. California Labor Code section 510 codifies the right to overtime compensation at
21 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
22 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
23 work, and to overtime compensation at twice the regular hourly rate for hours worked in
24 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
25 of work.

26 66. During the relevant time period, Plaintiffs and the other class members worked in
27 excess of eight (8) hours in a day, in excess of forty (40) hours in a week, and/or in excess of six
28 (6) consecutive days in a workweek, including performing work duties off-the-clock at the

1 direction of Defendants, such as tasks related to conducting investigations for vehicles
2 Defendants were seeking out, towing the sought-after vehicles, and delivering those vehicles to
3 Defendants-operated vehicle yards.

4 67. During the relevant time period, Defendants intentionally and willfully failed to
5 pay overtime wages owed to Plaintiffs and the other class members at all or at the correct rate.

6 68. Defendants' failure to pay Plaintiffs and the other class members the unpaid
7 balance of overtime compensation, as required by California laws, violates the provisions of
8 California Labor Code sections 510 and 1198, and is therefore unlawful.

9 69. Pursuant to California Labor Code section 1194, Plaintiffs and the other class
10 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
11 attorneys' fees.

12 **SECOND CAUSE OF ACTION**

13 **(Violation of California Labor Code §§ 226.7 and 512(a))**

14 **(Against SOLID SOLUTIONS 24/7, INC., and DOES 1 through 100)**

15 70. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
16 through 69, and each and every part thereof with the same force and effect as though fully set
17 forth herein.

18 71. At all relevant times, the IWC Order and California Labor Code sections 226.7
19 and 512(a) were applicable to Plaintiffs' and the other class members' employment by
20 Defendants.

21 72. At all relevant times, California Labor Code section 226.7 provides that no
22 employer shall require an employee to work during any meal or rest period mandated by an
23 applicable order of the California IWC.

24 73. At all relevant times, the applicable IWC Wage Order and California Labor Code
25 section 512(a) provide that an employer may not require, cause or permit an employee to work
26 for a work period of more than five (5) hours per day without providing the employee with a
27 meal period of not less than thirty (30) minutes, except that if the total work period per day of the
28 employee is no more than six (6) hours, the meal period may be waived by mutual consent of

both the employer and employee.

74. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

75. During the relevant time period, Plaintiffs and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

76. During the relevant time period, Plaintiffs and the other class members who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

77. During the relevant time period, Defendants intentionally and willfully required Plaintiffs and the other class members to work during meal periods and failed to compensate Plaintiffs and the other class members the full meal period premium for work performed during meal periods.

78. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

79. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

80. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the

meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against SOLID SOLUTIONS 24/7, INC. and DOES 1 through 100)

81. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 80, and each and every part thereof with the same force and effect as though fully set forth herein.

82. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiffs' and the other class members' employment by Defendants.

83. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

84. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

85. During the relevant time period, Defendants required Plaintiffs and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

86. During the relevant time period, Plaintiffs and the other class members' rest periods were missed, shortened, late, and/or interrupted because Defendants required them to remain on the premises during rest periods and to perform work duties including, but not limited to, tasks related to conducting investigations for vehicles Defendants were seeking out, towing the sought-after vehicles, and delivering those vehicles to Defendants-operated vehicle yards.

///

87. During the relevant time period, Defendants willfully required Plaintiffs and the other class members to work during rest periods and failed to pay Plaintiffs and the other class members the full rest period premium for work performed during rest periods. For example, throughout their employment with Defendants, although Plaintiffs were not authorized and permitted to take full, uninterrupted, off-duty rest periods for each four hours worked, or major fraction thereof, they were not provided with rest period premium payments.

88. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

89. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

90. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against SOLID SOLUTIONS 24/7, INC. and DOES 1 through 100)

91. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 90, and each and every part thereof with the same force and effect as though fully set forth herein.

92. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

93. During the relevant time period, Defendants failed to pay wages, including, *inter alia*, minimum wages, overtime wages, and meal and rest premiums to Plaintiffs and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1. Defendants' failure to pay wages included, *inter alia*, Defendants' effective payment of zero dollars per hour for hours Plaintiffs and the other class members worked off-the-clock

performing work duties, such as tasks related to conducting investigations for vehicles Defendants were seeking out, towing the sought-after vehicles, and delivering those vehicles to Defendants-operated vehicle yards. Plaintiffs spent time performing work duties off-the-clock throughout their employment with Defendants.

94. Defendants' failure to pay Plaintiffs and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiffs and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

95. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

96. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against SOLID SOLUTIONS 24/7, INC. and DOES 1 through 100)

97. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 96, and each and every part thereof with the same force and effect as though fully set forth herein.

98. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

105. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

106. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

107. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

108. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

109. Plaintiffs and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against SOLID SOLUTIONS 24/7, INC. and DOES 1 through 100)

110. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 109, and each and every part thereof with the same force and effect as though fully set forth herein.

111. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive

1 dates of the period for which the employee is paid, (7) the name of the employee and his or her
2 social security number, (8) the name and address of the legal entity that is the employer, and (9)
3 all applicable hourly rates in effect during the pay period and the corresponding number of hours
4 worked at each hourly rate by the employee. The deductions made from payments of wages
5 shall be recorded in ink or other indelible form, properly dated, showing the month, day, and
6 year, and a copy of the statement or a record of the deductions shall be kept on file by the
7 employer for at least three years at the place of employment or at a central location within the
8 State of California.

9 112. Defendants have intentionally and willfully failed to provide Plaintiffs and the
10 other class members with complete and accurate wage statements. The deficiencies include, but
11 are not limited to: the failure to include the total number of hours worked by Plaintiffs and the
12 other class members, failure to list the correct rate of pay, and failure to separately identify all
13 meal premiums paid. As the employer willfully requiring work to be performed off-the-clock
14 and failing to provide, authorize, and/or permit compliant meal and rest periods or to pay all
15 premium wages owed for such failure, Defendants had the information necessary to provide
16 wage statements that accurately reflected the total number of hours actually worked and the
17 actual gross and net wages earned, yet failed to do so on a systematic basis and instead provided
18 wage statements that did not reflect the time worked off-the-clock, or all meal and rest period
19 premiums earned.

20 113. As a result of Defendants' violation of California Labor Code section 226(a),
21 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
22 protected rights. Because Plaintiffs and the other putative class members' wage statements did
23 not reflect the accurate number of hours worked, Plaintiffs and the putative class members were
24 unable to determine the total amount of hours they worked, were unable to determine the total
25 amount of compensation they were owed, and were unable to verify they were paid the proper
26 amount. In order to determine how much Plaintiffs and the other putative class members should
27 have been paid, Plaintiffs and the other putative class members would have had to engage in
28 discovery and mathematical computations in order to reconstruct the missing information.

114. More specifically, Plaintiffs and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

115. Plaintiffs and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee. Because Plaintiffs and the other class members' wage statements did not reflect the accurate number of hours worked, Plaintiffs and the other class members were unable to determine the total amount they were owed, and were unable to verify whether they were paid the proper amount. In order to determine how much Plaintiffs and the other class members should have been paid, Plaintiffs and the other class members would have had to engage in discovery and mathematical computations in order to reconstruct the missing information.

116. Plaintiffs and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

(Against SOLID SOLUTIONS 24/7, INC. and DOES 1 through 100)

117. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 116, and each and every part thereof with the same force and effect as though fully set forth herein.

118. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

119. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other class members.

120. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiffs and the other class members have suffered injury and damage to their statutorily-protected rights.

121. More specifically, Plaintiffs and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against SOLID SOLUTIONS 24/7, INC. and DOES 1 through 100)

122. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 119, and each and every part thereof with the same force and effect as though fully set forth herein.

123. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

124. Plaintiffs and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including, but not limited to, the use of personal cell phones for business-related purposes and purchasing and maintaining supplies and equipment.

125. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the other class members for all necessary business-related expenses and costs.

///

///

126. Plaintiffs and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against SOLID SOLUTIONS 24/7, INC. and DOES 1 through 100)

127. Plaintiffs incorporates by reference the allegations contained in paragraphs 1 through 126, and each and every part thereof with the same force and effect as though fully set forth herein.

128. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

129. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

130. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay wages including, *inter alia*, regular, minimum, and overtime) required by the law violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiffs and the other class members violate California Labor Code sections 201, 202 and 204.

Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

131. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

132. Plaintiffs and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

133. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiffs and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences October 6, 2016; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 2698, et seq.)

(Against SOLID SOLUTIONS 24/7, INC. and DOES 1 through 100)

134. Plaintiff MARTINEZ incorporates by reference the allegations contained in Paragraphs 1 through 13 and Paragraphs 19 through 126, and each and every part thereof with the same force and effect as though fully set forth herein.

135. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWSA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

136. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

///

///

137. Plaintiff MARTINEZ and the other hourly-paid or non-exempt employees, are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

138. Defendants’ failure to pay legally required overtime wages to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

139. Defendants’ failure to provide legally required meal periods to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

140. Defendants’ failure to provide legally required rest periods to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code section 226.7.

Failure to Pay Minimum Wages

141. Defendants’ failure to pay legally required wages to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 1194, 1197, and 1197.1.

Failure to Timely Pay Wages Upon Termination

142. Defendants’ failure to timely pay wages to Plaintiffs and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

143. Defendants’ failure to timely pay wages to Plaintiffs and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

144. Defendants' failure to provide complete and accurate wage statements to Plaintiffs and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

145. Defendants' failure to keep complete and accurate payroll records relating to Plaintiffs and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

146. Defendants' failure to reimburse Plaintiffs and the other aggrieved employees for necessary business-related expenses and costs, in accordance with California Labor Code sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

147. Pursuant to California Labor Code section 2699, Plaintiffs, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, all civil penalties against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the

California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and

d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

148. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

149. Further, Plaintiffs are entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiffs, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, request a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiffs be appointed as the representatives of the Class;
3. That counsel for Plaintiffs be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most

current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiffs and the other class members;

11. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and the other class members;

18. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiffs and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiffs and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiffs and the other class members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiffs and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiffs and the other class members;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiffs and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiffs and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

49. For actual, consequential and incidental losses and damages, according to proof;

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

52. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiffs and the other class members, failing to pay all wages due to Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

///

54. For restitution of unpaid wages to Plaintiffs and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

55. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, et seq.;

56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

57. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

58. For such other and further relief as the Court may deem just and proper.

As to the Eleventh Cause of Action

59. For civil penalties and wages pursuant to California Labor Code section 2699(a), (f), and (g), costs/expenses, and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and IWC Wage Orders, including, *inter alia*, Wage Orders 4-2001, and 5-2001; and

60. For such other and further relief as the Court may deem equitable and Appropriate.

Dated: April 2, 2024

LAWYERS for JUSTICE, PC

By: 
Joanna Ghosh
Selena Matavosian
Attorneys for Plaintiffs