

1 Jose R. Garay (SBN: 200494)
jose@garaylaw.com

2 **JOSE GARAY, APLC**
249 E. Ocean Blvd. #814
3 Long Beach, CA 90802
Telephone: (949) 208-3400
4 Facsimile: (562) 590-8400

5 Daniel J. Hyun (State Bar No. 309184)
dh@danielhyunlaw.com
6 **LAW OFFICE OF DANIEL J. HYUN**
1100 West Town and Country Road, Suite 1250
7 Orange, California 92868
Telephone: (949) 590-4122
8 Facsimile: (949) 528-2596

9 Attorneys for Plaintiff SEBASTIAN FRANCO

10 **SUPERIOR COURT OF CALIFORNIA**

11 **COUNTY OF ALAMEDA**

12 SEBASTIAN FRANCO, an individual, on
13 behalf of himself and others similarly situated,

14 Plaintiff,

15 vs.

16 FAST TRIPS LLC; and DOES 1 through 50,
17 inclusive,

18 Defendants.

ELECTRONICALLY FILED
Superior Court of California
County of Alameda

09/26/2023

Chad Finke, Executive Officer / Clerk of the Court

By: D. Drew Deputy

Case No. 23CV039192

Assigned for all purposes to:
Hon. Brad Seligman, Dept. 23

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay All Wages;
2. Failure to Provide Meal Periods or Compensation;
3. Failure to Permit Rest Periods or Provide Compensation;
4. Failure to Provide Accurate Itemized Wage Statements;
5. Waiting Time Penalties;
6. Failure to Reimburse Business Expenses;
7. Violation of the Unfair Competition Law; and
8. Violation of the Private Attorneys General Act of 2004

DEMAND FOR JURY TRIAL

Action Filed: July 24, 2023
Trial Date: None set

1 Plaintiff SEBASTIAN FRANCO (“Plaintiff”), individually, and on behalf of all others
2 similarly situated, brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Defendants FAST TRIPS LLC, and DOES 1 through 50, inclusive
4 (collectively, “Defendants”), and alleges as follows:

5 **INTRODUCTION**

6 1. This proposed class action, pursuant to California Code of Civil Procedure section 382,
7 is brought by Plaintiff individually and on behalf of all current and former non-exempt employees
8 employed by Defendants in California during the Class Period (collectively the “Class” or “Class
9 Members”). The term Class Period is defined as four (4) years prior to the filing of this action to the
10 date of class certification.

11 2. Plaintiff also brings this representative action pursuant to the Private Attorneys General
12 Act of 2004, Labor Code sections 2698 *et seq.* (“PAGA”), against Defendants, on behalf of himself
13 individually and other aggrieved employees who are and were employed by Defendants as employees
14 throughout California during the PAGA Period (the “aggrieved employees”). The term PAGA Period
15 is defined as one (1) year prior to Plaintiff’s initial notice of Labor Code violations to the Labor and
16 Workforce Development Agency (“LWDA”) and Defendants until judgment.

17 3. This proposed class and representative action seeks, *inter alia*, unpaid wages (including
18 minimum, regular, overtime, and double time wages, sick pay, and vacation pay), compensation for
19 non-compliant meal periods and rest breaks, waiting time penalties, civil penalties, itemized wage
20 statement penalties, business expense reimbursements, liquidated damages, interest, reasonable
21 attorneys’ fees, and costs. Plaintiff’s action is brought under, *inter alia*, the California Industrial
22 Welfare Commission (“IWC”) Wage Orders and applicable provisions of the California Code of
23 Regulations, California Business & Professions Code sections 17200 *et seq.*, California Civil Code
24 section 3289, California Code of Civil Procedure section 1021.5, and California Labor Code (“Labor
25 Code”) sections 201-204, 206, 210, 218.6, 221, 223, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558,
26 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2800, and 2802.

27 4. Under the California Unfair Competition Law, Business and Professions Code
28 sections 17200 *et seq.* (“UCL”), and pursuant to the class action procedures provided for in this statute,

1 Plaintiff, on behalf of himself and the proposed Class, seeks declaratory relief, injunctive relief, and
2 restitution of all benefits Defendants have received from their employees due to their unlawful
3 business practices, including but not limited to, their failure to timely provide minimum, regular,
4 overtime, and double time compensation due for all hours worked, failure to provide vacation pay and
5 sick pay at the proper rate of pay, failure to reimburse business expenses, failure to provide compliant
6 meal periods and rest breaks to their employees or compensation in lieu thereof, and failure to provide
7 accurate itemized wage statements.

8 **JURISDICTION AND VENUE**

9 5. This Court has jurisdiction over all causes of action asserted herein pursuant to the
10 California Constitution, Article VI, section 10, which grants the Superior Court original jurisdiction
11 in all cases except those given to other trial courts. All claims alleged herein arise under California
12 law for which Plaintiff seeks relief authorized by California law. Further, this is a class action pursuant
13 to California Code of Civil Procedure section 382 and representative action under PAGA. As such,
14 the monetary damages, restitution, penalties, and other amounts sought by Plaintiff exceeds the
15 minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.
16 The Court also has jurisdiction over certain causes of action pursuant to California Business &
17 Professions Code sections 17203 and 17204, which provide for exclusive jurisdiction for enforcement
18 of this statute in any court of competent jurisdiction.

19 6. This Court has jurisdiction over all Defendants because each Defendant is a citizen of
20 California, a corporation or association organized under the laws of the State of California, an
21 association authorized to do business in California and registered with the California Secretary of
22 State, does sufficient business in California, has sufficient minimum contacts with California, and/or
23 intentionally avails itself of the laws and markets of California through the promotion, sale, marketing
24 and distribution of its products and/or services in California to render the exercise of jurisdiction by
25 the California courts permissible.

26 7. Venue in Alameda County is proper under California Business & Professions Code
27 section 17203 and California Code of Civil Procedure section 395.5 because a substantial part of
28 Defendants' unlawful conduct, acts, and omissions alleged herein occurred in this County, Defendants

1 had and have ongoing projects in this County, Defendants conduct substantial business in this County,
2 Defendants' liability arose in this County, and/or Defendants reside, transact business, maintain
3 offices, and/or have an agent or agents in this County. The relief requested is within the jurisdiction
4 of this Court.

5 **PARTIES**

6 8. Plaintiff is a California citizen. Defendants employed Plaintiff as a non-exempt
7 employee during the Class Period. Plaintiff's employment with Defendants ended within one (1) year
8 of the filing of this action. Plaintiff's job duties included, *inter alia*, loading and driving a work truck,
9 and scanning and delivering packages.

10 9. Plaintiff is informed, believes and thereon alleges that, at all relevant times Defendant
11 FAST TRIPS LLC ("FTL") was and is a California corporation doing business in the State of
12 California. FTL provides delivery services for Amazon in California, with its principal place of
13 business in Alameda County. Plaintiff is further informed, believes and thereon alleges that, at all
14 relevant times, FTL regularly conducted and conducts business within the State of California and
15 derives substantial revenues from services performed in California. Plaintiff is informed, believes and
16 thereon alleges that, at all relevant times, FTL was and is an employer subject to California state wage
17 and hour laws.

18 10. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter
19 mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as employers,
20 whose employees were and are engaged throughout this County and the State of California.

21 11. Defendants continue to employ non-exempt employees within California.

22 12. Plaintiff is unaware of the true names and capacities of those defendants identified as
23 DOES 1 through 50. Therefore, Plaintiff identifies those defendants fictitiously. Plaintiff is informed,
24 believes and thereon alleges that at all relevant times each DOE defendant was a parent, sister, or
25 related corporate entity of defendants, or an owner, employee or agent of defendants, and each related
26 entity, and was acting with the knowledge and authorization of each of the other defendants. Plaintiff
27 will seek to amend this Complaint to allege the true names and capacities of each DOE defendant
28 when their names have been ascertained and identified. Plaintiff is informed, believes and thereon

1 alleges that each of the defendants sued as DOES 1 through 50 participated in, received the benefit of,
2 or was in some way responsible for one or more of the wrongful acts and omissions and some portion
3 of the damages alleged herein.

4 13. Plaintiff is informed, believes and thereon alleges that at all times material hereto, each
5 defendant acted in all respects pertinent to this action as the agent of the other defendant, carried out
6 a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant
7 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the
8 employer and/or joint employer of Plaintiff and the Class Members.

9 14. Plaintiff is informed, believes and thereon alleges that defendants, each and all of them,
10 at all times material hereto, were the joint employers, parent companies, successor companies,
11 predecessors in interest, affiliates, agents, employees, servants, joint venturers, directors, fiduciaries,
12 representatives, and/or co-conspirators of each of the remaining defendants. Defendants, unless
13 otherwise alleged, at all times material hereto, performed all acts and omissions alleged herein within
14 the course and scope of said relationship(s), and are a proximate cause of Plaintiff's damages as herein
15 alleged.

16 15. Plaintiff is informed, believes and thereon alleges, that there exists a unity of interest
17 in ownership between Defendants and DOES 1 through 50, inclusive, such that any individuality and
18 separateness between the individual and the corporation does not exist, as Defendants, and DOES 1
19 through 50, inclusive, are alter egos, in that: (1) Defendants are and at all times mentioned herein were
20 mere shells, instrumentalities and conduits through which DOES 1 through 50, inclusive, carried out
21 their business in the business name, exercising complete control and dominance over such business;
22 (2) that Defendants were conceived, intended and used by DOES 1 through 50, inclusive, as devices
23 to avoid individual liability and in place of Defendants, and DOES 1 through 50, inclusive, and were
24 without the financial solvency and responsibility required by law; and (3) that all of the assets of the
25 Defendants have been transferred to DOES 1 through 50, inclusive, or some other individual or entity
26 which he or she owns or controls, with the intent to hinder, delay or defraud creditors of Defendants,
27 leaving Defendants with no assets. Further, Plaintiff is informed, believes and thereon alleges, that
28 there exists a principal-agency relationship between and among Defendants.

1 16. At all relevant times herein, Defendants were agents of each other and acting within
2 the course and scope of their agency.

3 **CLASS ALLEGATIONS AND FACTUAL BACKGROUND**

4 17. Pursuant to California Code of Civil Procedure section 382, Plaintiff brings this action
5 individually and as a class action on behalf of a proposed Class defined as follows:

6 Class

7 All current and former non-exempt employees employed by Defendants in the State of
8 California within four (4) years prior to the commencement of this action to the date of
9 class certification.

10 18. The Class is also comprised of the following Subclass:

11 Waiting Time Subclass

12 Those members of the Class who separated from their employment with Defendants
13 within three (3) years prior to the commencement of this action to the date of class
14 certification.

15 19. Plaintiff reserves the right pursuant to California Rules of Court, Rule 3.764 and 3.765,
16 to amend or modify the respective definitions of the Class and/or Subclasses to provide greater
17 specificity and/or further division into subclasses or limitation to particular issues based on further
18 investigation and discovery.

19 20. This action is brought, and may properly be maintained, as a class action pursuant to
20 California Code of Civil Procedure section 382 because there is a well-defined community of interest
21 in the litigation, and the proposed class is easily ascertainable. This action presents questions of
22 common interest and satisfies the numerosity, commonality, typicality, adequacy, predominance, and
23 superiority requirements of this provision.

24 21. Through this action, Plaintiff alleges Defendants have consistently maintained and
25 enforced against Plaintiff and Class Members unlawful employment practices and policies which
26 violate the Labor Code and IWC Wage Orders.

27 22. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
28 Defendants failed to pay Plaintiff and other Class Members sick pay, vacation pay, and minimum,

1 regular, overtime, and/or double time wages for all hours worked at the legally mandated rates. During
2 the Class Period, Plaintiff and other Class Members regularly worked more than eight (8), 10, and/or
3 12 hours per workday, over 40 hours per workweek, and/or over eight (8) hours on the seventh
4 consecutive day of work. Specifically, Defendants failed to include all remunerations such as bonuses
5 and/or other incentive pay when calculating Plaintiff's and Class Members' regular rate of pay for
6 purposes of paying overtime, double time, meal and rest premiums, vacation pay, and sick pay. In
7 addition, Defendants failed to pay Plaintiff and Class Members for all hours worked and/or deducted
8 time from Plaintiff's and Class Members' pay. Defendants also failed to pay Plaintiff's and Class
9 Members' overtime and double time compensation at the correct rate of pay. Plaintiff and other Class
10 Members were also required to clock out and continue working without compensation, e.g., clock out
11 at the end of their shifts and continue working. Further, Defendants failed to provide sick pay to
12 Plaintiff and Class Members. As such, Defendants failed to pay Plaintiff and other Class Members
13 vacation pay, sick pay, and minimum, regular, overtime, and double time wages, for all hours worked
14 in violation of the Labor Code and applicable IWC Wage Orders.

15 23. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
16 Defendants failed to provide timely off-duty 30-minute meal periods within the appropriate time
17 intervals to Plaintiff and Class Members as required by Labor Code section 512 and section 11 of the
18 applicable Wage Order. Specifically, Plaintiff and other Class Members regularly had their meal
19 periods shortened, interrupted, late, restricted to the worksite, and/or missed altogether due to
20 Defendants' policy and practice of prioritizing work demands over taking compliant breaks and failing
21 to implement a compliant meal period policy and/or practice. Instead of providing compliant meal
22 periods, Defendants prioritized timely deliveries and would instruct Plaintiff and Class Members to
23 work faster if deliveries were late. Due to the large amount of orders and busy nature of Defendants'
24 delivery services for Amazon, meal periods were regularly missed, shortened, interrupted, restricted
25 to the worksite, and/or missed altogether. Defendants also failed to provide second meal periods when
26 Plaintiff and other Class Members worked over 10 hours. Despite the aforementioned meal period
27 violations, Defendants failed to compensate Plaintiff and Class Members with an additional hour of
28 pay at their regular rate for every day in which they suffered a meal period violation. Accordingly,

1 Defendants failed to provide Plaintiff and Class Members with timely, uninterrupted off-duty meal
2 periods for at least 30 minutes when they worked more than five (5) hours and/or 10 hours in a
3 workday, and failed to compensate Plaintiff and Class Members with an additional hour of pay at their
4 regular rate of pay for every day in which they were denied a compliant meal period in violation of
5 the Labor Code and applicable IWC Wage Orders.

6 24. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
7 Defendants failed to authorize or permit ten-minute (10) rest periods for every four (4) hours worked
8 or major fraction thereof. Specifically, Plaintiff and other Class Members regularly had their rest
9 breaks shortened, interrupted, restricted to the worksite, and/or missed altogether due to Defendants'
10 policy and practice of prioritizing work demands over taking compliant breaks and failing to
11 implement a compliant rest break policy and/or practice. For example, Defendants prioritized the
12 timely delivery of orders over Plaintiff's and Class Members' rest breaks and would call Plaintiff on
13 his personal cell phone to tell him to work faster if deliveries were late. As such, Plaintiff and Class
14 Members often had their rest breaks interrupted, missed, shortened, and/or restricted to the worksite.
15 Defendants also failed to adopt and implement a policy and practice of providing third rest breaks
16 when Plaintiff and other Class Members worked over 10 hours. Notwithstanding the above rest break
17 violations, Defendants failed to compensate Plaintiff and Class Members with an additional hour of
18 pay at their regular rate for every day in which they suffered a rest period violation. Accordingly,
19 Defendants violated the Labor Code and the applicable IWC Wage Orders.

20 25. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
21 Defendants failed to reimburse Plaintiff and Class Members for all necessary business expenses
22 incurred for Defendants' benefit. For example, Defendants required Plaintiff and other Class Members
23 to maintain uniforms with Amazon's logo that became heavily soiled while performing their job
24 duties. Plaintiff and other Class Members separately washed, cleaned, and otherwise maintained their
25 heavily soiled uniforms without reimbursement. Defendants also called Plaintiff and other Class
26 Members on their personal cell phones, including while they were off-the-clock, with work related
27 matters without reimbursing them for a reasonable portion of their cell phone bills. Accordingly,
28 Defendants violated the Labor Code and applicable IWC Wage Orders.

26. Plaintiff is informed, believes, and thereon alleges that during the Class Period, Defendants willfully failed to timely pay all wages due to Plaintiff and the Waiting Time Subclass upon separation of employment in violation of the Labor Code and IWC Wage Orders. Plaintiff and Waiting Time Subclass Members were not paid all wages (including vacation pay and minimum, regular, overtime, and double time wages), business expense reimbursements, meal period premiums, and/or rest period premiums within the required time period in violation of the Labor Code and applicable IWC Wage Orders.

27. Plaintiff is informed, believes, and thereon alleges that during the Class Period, Defendants failed to provide Plaintiff and Class Members with accurate itemized wage statements that accurately reported, among other things, the gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate. As a result, Defendants violated the requirements of the Labor Code and applicable IWC Wage Orders.

28. Plaintiff is informed, believes, and thereon alleges that Defendants' actions as described throughout this Complaint were willful.

NUMEROSITY

29. The Class is so numerous that joinder of all of its members is impracticable. While the exact number and identities of Class Members are unknown to Plaintiff at this time and can only be ascertained through appropriate discovery, Plaintiff is informed, believes and thereon alleges that the Class consists of more than 100 persons.

30. A class action is the only available method for the fair and efficient adjudication of this controversy. The members of the Class are so numerous that joinder of all members is impractical, if not impossible. The identity of Class Members can be ascertained by analysis of Defendants' employee and payroll records.

COMMONALITY

31. Common questions of fact and law exist as to all members of the Class that predominate over any questions affecting only individual Class Members. These common legal and factual questions include, but are not limited to, the following:

- 1 (a) Whether Defendants paid Plaintiff and Class Members all wages (including minimum,
2 regular, overtime, and double time wages) for all hours worked;
- 3 (b) Whether Defendants paid the proper rate of pay for overtime, double time, meal and
4 rest period premiums, vacation pay, and sick pay;
- 5 (c) Whether Defendants required Plaintiff and Class Members to work off-the-clock
6 without proper compensation;
- 7 (d) Whether Defendants provided Plaintiff and Class Members with compliant meal
8 periods or paid compensation in lieu thereof;
- 9 (e) Whether Defendants authorized and permitted compliant rest breaks to Plaintiff and
10 Class Members or paid compensation in lieu thereof;
- 11 (f) Whether Defendants failed to provide Plaintiff and Class Members with accurate
12 itemized wage statements;
- 13 (g) Whether Defendants failed to timely pay the Plaintiff and Class Members all wages
14 due immediately upon termination or within 72 hours of resignation;
- 15 (h) Whether Defendants failed to reimburse Plaintiff and Class Members for necessary
16 business expenditures;
- 17 (i) Whether Defendants' conduct was willful or reckless;
- 18 (j) Whether Defendants engaged in unfair business practices in violation of Business and
19 Professions Code sections 17200, *et seq*; and
- 20 (k) Additional common questions of law and fact that may develop as the litigation
21 progresses.

22 **TYPICALITY**

23 32. Plaintiff is informed, believes, and thereon alleges that Plaintiff's claims are typical of
24 the claims of the Class because: Plaintiff and the Class sustained injuries and damages arising out of
25 and caused by Defendants' unlawful policies and practices; the claims arise out of the same course of
26 conduct by Defendants; Plaintiff's claims are based upon the same legal theories as the claims of the
27 Class; and the legal issues raised under California state law as a result of Defendants' conduct apply
28 equally to Plaintiff and the Class Members.

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1 breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee.”

2 43. Labor Code section 227.3 requires employers to pay terminated employees for their
3 unused paid vacation time at their final rate of pay.

4 44. Labor Code section 246 generally requires employers to provide and allow employees
5 to use at least 24 hours, or three days, of paid sick leave per year.

6 45. At all times relevant, Labor Code section 510, and applicable sections of the California
7 Code of Regulations and the IWC Wage Orders applied to Plaintiff’s work with Defendants and
8 continue to apply to Class Members’ employment with Defendants. Labor Code section 510 and
9 applicable provisions of the California Code of Regulations and IWC Wage Orders state that any work
10 performed in excess of eight hours in a workday and/or 40 hours in a workweek must be paid at one
11 and one-half times the employee’s regular rate of pay. Any work performed in excess of 12 hours in
12 a workday must be compensated at the rate of no less than twice the regular rate of pay for an
13 employee.

14 46. The IWC Wage Orders define “hours worked” as “the time during which an employee
15 is subject to the control of an employer and includes all time the employee is suffered or permitted to
16 work, whether or not required to do so.”

17 47. Labor Code section 1182.12 sets forth the minimum hourly wage that must be paid to
18 all employees in California for all hours worked. Local minimum wage ordinances, may provide for
19 higher minimum wage rates that must be paid to employees for all hours worked in those locales where
20 each local ordinance is in effect. Labor Code section 1197 affirms that it is unlawful to pay less than
21 the state or local minimum wage, whichever is higher, for any hour of work.

22 48. Labor Code section 1194 requires that employers pay employees at least the legal
23 minimum wage rate for all hours worked, notwithstanding any agreement to work for a lesser wage.
24 Labor Code section 1194 further authorizes any employee receiving less than the legal minimum wage
25 applicable to the employee to recover in a civil action the unpaid balance of the full amount of wages,
26 along with interest thereon, reasonable attorneys’ fees and costs of suit.

27 49. Labor Code section 1194.2 authorizes the recovery of liquidated damages in an amount
28 equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

1 50. Labor Code section 1198 prohibits employers from employing for longer hours or less
2 favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise set by
3 the Labor Commissioner.

4 51. Plaintiff is informed, believes, and thereon alleges that during the Class Period, Plaintiff
5 and Class Members regularly worked over eight (8) hours, 10 hours per workday, and/or 12 hours per
6 workday, over 40 hours per workweek, and/or over eight (8) hours of work on the seventh consecutive
7 day of work.

8 52. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
9 Defendants failed to pay Plaintiff and Class Members all wages due at the proper rates, including
10 vacation pay, sick pay, and minimum, regular, overtime, and/or double time wages due to Defendants'
11 failure to include all remuneration when calculating the rate of pay, failure to pay the proper rate of
12 pay for overtime and double time, requiring off-the-clock work without compensation, and unlawfully
13 deducted wages, among other things.

14 53. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
15 conduct described herein, have committed an "intentional theft of wages in an amount greater than
16 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
17 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within
18 the meaning of California Penal Code section 487m. Specifically, Defendants have intentionally
19 deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200, gratuities, as
20 defined in Labor Code section 350, benefits, or other compensation, by unlawful means, with the
21 knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff and Class
22 Members under the law. Plaintiff and the Class Members he seeks to represent are thus entitled to
23 recover from Defendants treble damages and costs, including reasonable attorneys' fees, pursuant to
24 California Penal Code section 496(c).

25 54. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,
26 Plaintiff and Class Members have sustained and continue to sustain damages, including loss of
27 earnings from minimum, regular, overtime, and double time compensation due, in an amount to be
28 established at trial, plus prejudgment interest, attorneys' fees, and costs pursuant to statute.

1 55. WHEREFORE, Plaintiff and the Class Members he seeks to represent request relief as
2 described herein and below.

3 **SECOND CAUSE OF ACTION**

4 **MEAL PERIOD VIOLATIONS**

5 **(Against All Defendants)**

6 56. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
7 fully set forth herein.

8 57. At all relevant times, Defendants had a duty to comply with Labor Code sections 226.7
9 and 512, and the applicable IWC Wage Orders.

10 58. Labor Code section 512 and the IWC Wage Orders prohibit an employer from
11 employing any person for a work period of more than 5 hours per day without providing the employee
12 with a meal period of not less than 30 minutes (commencing before the employee's fifth hour of work),
13 except that if the total work period per day is no more than 6 hours, the meal period may be waived
14 by mutual consent of the employer and employee. A second meal period of not less than 30 minutes
15 is required if an employee works more than 10 hours per day and must begin before the employee's
16 tenth hour of work, except if the total hours worked is no more than 12 hours, the second meal period
17 may be waived by mutual consent of the employer and employee, but only if the first meal period was
18 not waived. An employer must relieve an employee of all duties during meal periods.

19 59. The applicable IWC Wage Orders state that "[u]nless the employee is relieved of all
20 duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period
21 and counted as time worked."

22 60. Labor Code section 226.7(b) and the IWC Wage Orders prohibit an employer from
23 requiring any employee to work during a meal period mandated by any California statute, regulation,
24 standard or order. If an employer fails to provide an employee with a meal period in accordance with
25 state law, Labor Code section 226.7(c) and the IWC Wage Orders require that the employer pay the
26 employee one additional hour of pay at the employee's regular rate of compensation for each workday
27 that the meal period is noncompliant.

28 61. During the Class Period, Plaintiff and Class Members did not receive compliant meal

1 periods for working more than five (5) and/or 10 hours per day because Plaintiff and Class Members
2 regularly worked through their meal periods, or had their meal periods shortened, interrupted, late,
3 restricted to the worksite, and/or missed altogether due to Defendants' policy and practice of
4 prioritizing work demands over taking compliant breaks. Defendants also failed to provide Plaintiff
5 and Class Members with second meal periods.

6 62. During the Class Period, Defendants failed to pay Plaintiff and Class Members meal
7 period premiums for noncompliant meal periods pursuant to Labor Code section 226.7(b) and the
8 applicable IWC Wage Order.

9 63. Plaintiff is informed, believes, and thereon alleges that Class Members did not
10 voluntarily waive their meal periods.

11 64. As a result of Defendants' failure to provide compliant meal periods and pay meal
12 period premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and Labor
13 Code sections 226.7 and 512, Plaintiff and Class Members suffered and continue to suffer a loss of
14 wages and compensation.

15 65. Because Plaintiff and Class Members were and/or are entitled to such meal periods or
16 "premium pay" in lieu thereof, they are entitled to such payment per shift in an amount according to
17 proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will also seek pre- and
18 post-judgment interest as provided by law at 10% per annum, in an amount according to proof.

19 66. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
20 conduct described herein, have committed an "intentional theft of wages in an amount greater than
21 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
22 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within
23 the meaning of California Penal Code section 487m. Specifically, Defendants have intentionally
24 deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200, gratuities, as
25 defined in Labor Code section 350, benefits, or other compensation, by unlawful means, with the
26 knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff and Class
27 Members under the law. Plaintiff and the Class Members he seeks to represent are thus entitled to
28 recover from Defendants treble damages and costs, including reasonable attorneys' fees, pursuant to

1 California Penal Code section 496(c).

2 67. Also, pursuant to Code of Civil Procedure section 1021.5, Plaintiff will seek attorneys'
3 fees and costs from Defendants in an amount subject to proof and approved by the Court.

4 **THIRD CAUSE OF ACTION**

5 **REST PERIOD VIOLATIONS**

6 **(Against All Defendants)**

7 68. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
8 fully set forth herein.

9 69. At all relevant times, Defendants had a duty to comply with Labor Code section 226.7
10 and the applicable IWC Wage Orders.

11 70. The IWC Wage Orders require employers to authorize and permit all employees to take
12 10-minute duty-free rest periods for each four hours worked, or major fraction thereof.

13 71. If an employer fails to provide an employee with a rest period in accordance with
14 California law, Labor Code section 226.7(c) and the IWC Wage Orders require that the employer pay
15 the employee one additional hour of pay at the employee's regular rate of compensation for each
16 workday that the rest period is noncompliant.

17 72. During the Class Period, Plaintiff and Class Members regularly had their rest breaks
18 shortened, interrupted, restricted to the worksite, and/or missed altogether due to Defendants' policy
19 and practice of prioritizing work demands over taking compliant breaks, and failing to implement a
20 compliant rest break policy and practice. Consequently, Plaintiff and Class Members did not receive
21 a paid 10 minute rest period for every four (4) hours worked or major fraction thereof.

22 73. During the Class Period, Defendants failed to pay Plaintiff and Class Members rest
23 period premiums for noncompliant rest periods pursuant to Labor Code section 226.7(b) and the
24 applicable IWC Wage Order.

25 74. As a result of Defendants' failure to provide compliant rest periods and pay rest period
26 premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and Labor Code
27 sections 226.7 and 516, Plaintiff and Class Members suffered and continue to suffer a loss of wages
28 and compensation.

75. Because Plaintiff and Class Members were and/or are entitled to such rest periods or “premium pay” in lieu thereof, they are entitled to such payment per shift in an amount according to proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will also seek pre- and post-judgment interest as provided by law at 10% per annum, in an amount according to proof.

77. Pursuant to Code of Civil Procedure section 1021.5, Plaintiff will seek attorneys' fees and costs from Defendants in an amount subject to proof and approved by the Court.

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

78. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

80. Labor Code section 226(a) requires that, semimonthly or at the time of each payment of wages, employers must furnish each employee with an accurate itemized wage statement in writing that accurately shows (1) gross wages earned, (2) total number of hours worked, (3) the number of any piece-rate units earned and all applicable piece rates, (4) all deductions made from wages, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name and last four digits or employment

1 identification number of the employee, (8) the name and address of the legal entity that is the
2 employer, and (9) all applicable hourly rates in effect and the corresponding number of hours worked
3 at each hourly rate.

4 81. Labor Code section 226(e)(1) authorizes an employee suffering injury as a result of a
5 knowing and intentional failure by an employer to provide an accurate itemized wage statement to
6 recover the greater of all actual damages or \$50 for the initial pay violation and \$100 for each violation
7 in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee, in addition to
8 an award of costs and attorneys' fees.

9 82. During the Class Period, Defendants have knowingly and intentionally failed to comply
10 with Labor Code section 226(a) on wage statements that were provided to Plaintiff and Class
11 Members. The deficiencies include, among other things, Defendants' failure to correctly state the gross
12 and net wages earned, the total hours worked, all applicable hourly rates in effect during the pay period,
13 and the corresponding number of hours worked at each hourly rate.

14 83. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff
15 and Class Members have suffered injury and damage to their statutorily protected rights. Specifically,
16 Plaintiff and Class Members have been injured by Defendants' intentional violation of California
17 Labor Code section 226(a) because they were denied both their legal right to receive, and their
18 protected interest in receiving, accurate itemized wage statements under California Labor Code section
19 226(a). Plaintiff has had to file this lawsuit in order to determine the extent of the underpayment of
20 wages, thereby causing Plaintiff to incur expenses and lost time. Plaintiff would not have had to engage
21 in these efforts and incur these costs had Defendants provided the accurate wages earned. This has
22 also delayed Plaintiff's ability to demand and recover the underpayment of wages from Defendants.

23 84. Defendants' violations of California Labor Code section 226(a) prevented Plaintiff and
24 Class Members from knowing, understanding and disputing the wages paid to them, and resulted in
25 an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and intentional
26 failure to comply with California Labor Code section 226(a), Plaintiff and Class Members have
27 suffered an injury, and the exact amount of damages and/or penalties is all in an amount to be shown
28 according to proof at trial.

1 85. Plaintiff and Class Members are also entitled to injunctive relief under California Labor
2 Code section 226(h), compelling Defendants to comply with California Labor Code section 226, and
3 seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

4 **FIFTH CAUSE OF ACTION**

5 **WAITING TIME PENALTIES**

6 **(Against All Defendants)**

7 86. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
8 fully set forth herein.

9 87. At all relevant times, Defendants had a duty to comply with Labor Code sections 201,
10 202, 203, and 227.3. Defendants failed to comply with these final paycheck requirements with respect
11 to Plaintiff and Waiting Time Subclass Members.

12 88. Labor Code section 201 requires that if an employer discharges an employee, the wages
13 earned and unpaid at the time of discharge are due and payable immediately.

14 89. Labor Code section 202 requires that if "an employee not having a written contract for
15 a definite period" quits, the employee's wages shall become due and payable no later than 72 hours
16 thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in
17 which case the employee is entitled to his or her wages at the time of quitting.

18 90. Labor Code section 203 provides that if an employer willfully fails to pay, without
19 abatement or reduction, any wages of an employee who is discharged or quits, the wages of the
20 employee shall continue as a penalty from the due date thereof at the same rate until paid or until an
21 action therefor is commenced, but that the wages shall not continue for more than 30 days per
22 employee.

23 91. During the relevant time period, Defendants willfully failed to pay Waiting Time
24 Subclass Members all their earned wages upon termination including, but not limited to, minimum,
25 regular, overtime, and double time compensation, premium compensation, vacation pay, and business
26 expense reimbursements either at the time of discharge or within 72 hours of leaving Defendants'
27 employ.

28 92. As a result of Defendants' failure to timely pay all wages owed to Plaintiff and Waiting

1 Time Subclass Members in accordance with Labor Code sections 201, 202, 203, and 227.3, Plaintiff
2 and Waiting Time Subclass Members are entitled to recover waiting time penalties, prejudgment
3 interest, attorneys' fees, and costs in amounts that will be established at trial.

4 **SIXTH CAUSE OF ACTION**

5 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

6 **(Against All Defendants)**

7 93. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
8 fully set forth herein.

9 94. At all relevant times, Defendants had a duty to comply with Labor Code sections 2800
10 and 2802. Defendants failed to comply with these indemnification and reimbursement requirements
11 with respect to Plaintiff and Class Members.

12 95. Labor Code section 2800 requires employers to indemnify employees for losses caused
13 by the employer's want of ordinary care. To the extent Defendants claim that Plaintiff and Class
14 Members failed to request, demand, notify or otherwise seek reimbursement for their expenses and
15 losses, Defendants were obligated to nevertheless indemnify Plaintiff and Class Members due to their
16 own negligence.

17 96. Labor Code section 2802(a) requires that employers indemnify and reimburse
18 employees for all business expenses, which are defined as all necessary expenditures or losses incurred
19 by the employee in direct consequence of the discharge of the employee's duties or otherwise incurred
20 based on the employee's obedience to the employer's directions. Labor Code section 2802(b)
21 authorizes employees to recover in a court action interest which shall accrue from the date on which
22 the employee incurred the necessary expenditure or loss. Labor Code section 2802(c) authorizes
23 employees, who to enforce their right to reimbursements under Labor Code section 2802, to also
24 recover attorneys' fees and costs.

25 97. During the relevant time period, Defendants required Plaintiff and Class Members to
26 use their personal cellular phones for work purposes and wear and maintain uniforms with Defendants'
27 logo that became heavily soiled while they worked, all without adequately reimbursing them for a
28 reasonable portion of their cellular phone bills and the costs of cleaning and maintaining their uniforms

1 in violation of Labor Code sections 2800 and 2802.

2 98. As a result of Defendants' failure to indemnify and reimburse Plaintiff and Class
3 Members for all business and work-related costs, expenditures, losses and expenses in accordance
4 with Labor Code sections 2800 and 2802, Plaintiff and Class Members are entitled to recover the full
5 unreimbursed balance of reimbursements, expenditures and losses, prejudgment interest, and statutory
6 penalties, along with attorneys' fees and costs in amounts that will be established at trial.

7 **SEVENTH CAUSE OF ACTION**

8 **UNFAIR BUSINESS PRACTICES**

9 **(Against All Defendants)**

10 99. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
11 fully set forth herein.

12 100. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful
13 and harmful to Plaintiff and Class Members. Plaintiff seeks to enforce important rights affecting the
14 public interest within the meaning of Code of Civil Procedure section 1021.5.

15 101. Defendants' activities, as alleged herein, violate California law and constitute unlawful
16 business acts or practices in violation of California Business and Professions Code sections 17200, *et*
17 *seq.*

18 102. A violation of Business and Professions Code sections 17200, *et seq.* may be predicated
19 on the violation of any state or federal law.

20 103. Defendants' policies and practices have violated state law in at least the following
21 respects:

22 (a) Failing to pay all vacation pay, sick pay, and minimum, regular, overtime, and double
23 time wages due to Plaintiff and Class Members in violation of Labor Code sections
24 204, 206, 221, 223, 227.3, 246, 510, 1182.12, 1194, 1194.2, 1197 and 1198;

25 (b) Failing to provide meal periods without paying Plaintiff and Class Members premium
26 wages for every day in which a meal period was not provided in violation of Labor
27 Code sections 226.7 and 512;

28 (c) Failing to authorize or permit paid rest breaks without paying Plaintiff and Class

Members premium wages for every day in which a rest break was not authorized or permitted in violation of Labor Code section 226.7;

(d) Failing to provide Plaintiff and Class Members with accurate itemized wage statements in violation of Labor Code section 226;

(e) Failing to timely pay all earned wages to Plaintiff and Waiting Time Subclass Members upon separation of employment in violation of Labor Code sections 201, 202, 203, and 227.3; and

(f) Failing to reimburse Plaintiff and Class Members all necessary business expenses in violation of Labor Code sections 2800 and 2802.

104. Defendants intentionally avoided paying Plaintiff and Class Members' wages and monies, thereby creating for Defendants an artificially lower cost of doing business in order to undercut their competitors and establish and gain a greater foothold in the marketplace.

105. Pursuant to Business and Professions Code sections 17202, 17203, and 17208, Plaintiff and Class Members are entitled to restitution of the wages unlawfully withheld and retained by Defendants during a period that commences four years prior to the filing of the Complaint; an award of attorneys' fees pursuant to Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

106. Plaintiff and Class Members are entitled to an injunction, restitution, and other equitable relief against such unlawful practices to return all funds over which Plaintiff and Class Members have an ownership interest and to prevent future damage pursuant to Business and Professions Code sections 17200 *et seq.*

EIGHTH CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(Against All Defendants)

107. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

108. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action under PAGA only after giving the LWDA and the employer notice of the Labor Code sections alleged to

1 have been violated, and after receiving notice from the LWDA of its intention not to investigate or
2 after 65 days have passed without notice from the LWDA.

3 109. On July 18, 2023, Plaintiff gave written notice of the specified provisions alleged to
4 have been violated by Defendants including the facts and theories to support the alleged violations, as
5 required by Labor Code section 2699.3. This written notice was provided via certified mail to
6 Defendants and to the LWDA by electronically filing the notice via the Department of Industrial
7 Relations' website. More than 65 days have passed since Plaintiff submitted his PAGA notice to the
8 LWDA without a response from the LWDA. Accordingly, Plaintiff may amend the Complaint to add
9 a PAGA cause of action against Defendants.

10 110. Under Labor Code section 2699.3(a)(2)(C), "Notwithstanding any other provision of
11 law, a plaintiff may as a matter of right amend an existing complaint to add a cause of action arising
12 under this part at any time within 60 days of the time periods specified in this part." More than 65 days
13 have passed since Plaintiff submitted his PAGA notice to the LWDA without notice from the LWDA.
14 Accordingly, Plaintiff may amend his Complaint as a matter of right within this 60 day period as
15 specified by Labor Code section 2699.3(a)(2)(C).

16 111. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that provides
17 for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
18 commissions, boards, agencies or employees for violation of the code may, as an alternative, be
19 recovered through a civil action brought by an aggrieved employee on behalf of himself and other
20 current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

21 112. For all provisions of the Labor Code except those for which a civil penalty is
22 specifically provided, Labor Code section 2699(f) imposes upon Defendants a penalty of one hundred
23 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred
24 dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in which
25 Defendants violated these provisions of the Labor Code.

26 113. Pursuant to Labor Code sections 2699.3 and 2699.5, Plaintiff may seek civil penalties
27 for any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201,
28 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5,

208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7.

114. Defendants' conduct violates numerous Labor Code sections, including, but not limited to, the following:

115. Violation of Labor Code sections 201-204, 206, 210, 221, 223, 227.3, 246, 510, 558, 1194, 1197, 1197.1, and 1198 for failure to timely pay all earned wages (including minimum, regular, overtime, and double time wages) owed to Plaintiff and other aggrieved employees during employment and upon separation of employment as herein alleged;

116. Violation of Labor Code sections 226.7 and 512 for failure to provide meal periods to Plaintiff and other aggrieved employees and failure to pay premium wages for missed meal periods as herein alleged;

117. Violation of Labor Code sections 226.7 for failure to permit rest breaks to Plaintiff and other aggrieved employees and failure to pay premium wages for missed rest periods as herein alleged;

118. Violation of Labor Code sections 226 and 226.3 for failure to provide accurate itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;

119. Violation of Labor Code sections 1174 and 1174.5 for failure to maintain accurate

1 records regarding the employment of Plaintiff and other aggrieved employees as herein alleged; and

2 120. Violation of Labor Code section 2800 and 2802 for failure to reimburse Plaintiff and
3 other aggrieved employees for business expenses.

4 121. Labor Code Section 226.3 provides: “[a]ny employer who violates subdivision (a) of
5 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
6 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
7 violation in a subsequent citation, for which the employer fails to provide the employee a wage
8 deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil
9 penalties provided for in this section are in addition to any other penalty provided by law.”

10 122. Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf
11 of an employer who violates, or causes to be violated, a section of this chapter or any provision
12 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject
13 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid
14 employee for each pay period for which the employee was underpaid . . . (2) For each subsequent
15 violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the
16 employee was underpaid.”

17 123. Labor Code section 558.1 provides that any “employer or other person acting on behalf
18 of an employer, who violates, or causes to be violated, any provision regulating minimum wages or
19 hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to
20 be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802 [of the Labor Code], may be held liable
21 as the employer for such violation.”

22 124. Labor Code Section 1174.5 provides a \$500 penalty for an employer’s failure to
23 maintain accurate and complete payroll records showing the hours worked daily by and the wages paid
24 to employees.

25 125. Labor Code section 1197.1 also provides “[a]ny employer or other person acting either
26 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to
27 any employee a wage less than the minimum fixed by an applicable state or local law, or by an order
28 of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is

1 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period
2 for which the employee is underpaid . . . (2) For each subsequent violation for the same specific
3 offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which
4 the employee is underpaid regardless of whether the initial violation is intentionally committed.

5 126. As set forth above, Defendants have violated numerous provisions of the Labor Code
6 regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiff also seeks
7 the civil penalties set forth in Labor Code sections 558 and 1197.1 for himself, the underpaid
8 employees, and the State of California.

9 127. Plaintiff is an “aggrieved employee” because he was employed by the alleged violators
10 and had one or more of the alleged violations committed against him, and therefore is properly suited
11 to represent the interests of all other aggrieved employees.

12 128. Plaintiff has exhausted the procedural requirements under Labor Code section 2699.3
13 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and all other
14 aggrieved employees under PAGA.

15 129. Pursuant to Labor Code sections 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
16 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited
17 above.

18 130. For bringing this action, Plaintiff is entitled to attorney’s fees and costs incurred herein.

19 **PRAYER FOR RELIEF**

20 Plaintiff, individually and on behalf of all others similarly situated, other aggrieved employees,
21 and the State of California, prays for relief and judgment against Defendants, jointly and severally, as
22 follows:

- 23 1. For certification of this action as a class action, including certifying the Class and
24 Subclass alleged by Plaintiff;
- 25 2. For appointment of Plaintiff Sebastian Franco as the class representative;
- 26 3. For appointment of Jose Garay, APLC and the Law Office of Daniel J. Hyun as class
27 counsel for all purposes;
- 28 4. For compensatory damages in an amount according to proof with interest thereon;

- 1 5. For economic and/or special damages in an amount according to proof with interest
- 2 thereon;
- 3 6. For damages, monetary relief, wages, premiums, reimbursements, benefits and
- 4 penalties, including interest thereon;
- 5 7. For waiting time penalties pursuant to Labor Code section 203;
- 6 8. For liquidated damages pursuant to Labor Code section 1194.2;
- 7 9. For statutory penalties to the extent permitted by law, including those pursuant to the
- 8 Labor Code and IWC Wage Orders;
- 9 10. For restitution to Plaintiff and Class Members of all money and property unlawfully
- 10 acquired by Defendants through unfair or unlawful business practices pursuant to
- 11 Business and Professions Code sections 17200 *et seq.*;
- 12 11. For an order requiring Defendants to restore and disgorge all funds to each employee
- 13 acquired by means of any act or practice declared by this Court to be unlawful, unfair
- 14 or fraudulent and, therefore, constituting unfair competition under Business and
- 15 Professions Code sections 17200, *et seq.*;
- 16 12. For prejudgment interest on all sums recovered pursuant to Labor Code section 218.6
- 17 and Civil Code sections 3287 and 3289;
- 18 13. For post judgment interest on all amounts awarded to Plaintiff and Class Members as
- 19 provided by law;
- 20 14. For recovery of attorneys' fees and costs provided by Labor Code sections 218.6, 226,
- 21 1194, 2698 *et seq.*, 2802, and Code of Civil Procedure section 1021.5;
- 22 15. For PAGA penalties;
- 23 16. For treble damages; and

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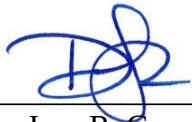
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17. For such other relief as the Court deems just and proper.

Dated: September 26, 2023

JOSE GARAY, APLC/
LAW OFFICE OF DANIEL J. HYUN

By: _____
Jose R. Garay
Daniel J. Hyun
Attorneys for Plaintiff SEBASTIAN FRANCO

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: September 26, 2023

JOSE GARAY, APLC/
LAW OFFICE OF DANIEL J. HYUN

By: _____
Jose R. Garay
Daniel J. Hyun
Attorneys for Plaintiff SEBASTIAN FRANCO