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Attorney for Plaintiff,

MATTHEW HEINTZE

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF VENTURA, HALL OF JUSTICE

MATTHEW HEINTZE, an individual,

Plaintiff,

vs.

MAJCO LLC, a California limited liability
company, JOSEPH BUSCAGLIA, an individual,
and DOES 1 through 20 inclusive,

Defendants.

Case No. 2024CV00021584

COMPLAINT FOR:

1. Failure to Indemnify for Necessary Expenditures in Violation of Labor Code § 2802;
2. Failure to Furnish Compliant Wage Statements and Maintain Accurate Pay Records in violation of § 226, 1174 (d), and 1198;
3. Failure to Provide Meal Periods in Violation of §§ 226.7, 512 (a), and 1198;
4. Failure to Provide Rest Periods in Violation of Labor Code §§ 226.7 and 1198;
5. Failure to Timely Pay Wages in Violation of Labor Code § 204;
6. Willful Failure to Pay Wages in Violation of Labor Code §§ 201-203;
7. Civil Penalties in Violation of Labor Code §§ 2698, et seq.;

B. F. J.

Jury Trial Demanded

1. Plaintiff MATTHEW HEINTZE is informed and believes and thereon alleges as follows:

PARTIES, VENUE AND JURISDICTION

2. Plaintiff MATTHEW HEINTZE was at all times relevant hereto a resident of Santa Barbara, California.

3. At all relevant times herein, Defendant MAJCO LLC was a Limited Liability Company formed in California with its principal place of business in Moorpark, California.

4. Defendant JOSEPH BUSCAGLIA was at all times relevant herein the principal of MAJCO LLC.

5. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity of interest and ownership between MAJCO LLC, JOSEPH BUSCAGLIA and DOES 1-20 that the individuality and separateness of defendants have ceased to exist.

6. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of purported corporate existence, MAJCO LLC, JOSEPH BUSCAGLIA and DOES 1-20 are, in reality, one and the same.

7. MAJCO LLC, JOSEPH BUSCAGLIA and DOES 1-20 do not comply with all requisite corporate formalities to maintain a legal and separate existence.

8. The business affairs of MAJCO LLC, JOSEPH BUSCAGLIA and DOES 1-20 are, and at all times relevant were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in inextricable confusion. MAJCO LLC is, and at all times relevant hereto was, used by DOES 1-20 and JOSEPH BUSCAGLIA as a mere shell and conduit for the conduct of certain of Defendants' affairs, and is, and was, the alter ego of DOES 1-20. The recognition of the separate existence of MAJCO LLC would not promote justice, in that it would permit Defendants to insulate themselves from liability to Plaintiff for violations of state law. The corporate existence of MAJCO LLC and DOES 1-20 should be disregarded in equity and for the ends

1 of justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

2 9. Accordingly, MAJCO LLC, JOSEPH BUSCAGLIA and DOES 1-20 are the alter egos
3 of one another, and the fiction of their separate corporate existence must be disregarded.

4 10. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
5 thereon alleges that MAJCO LLC, JOSEPH BUSCAGLIA and DOES 1-20 are joint employers by
6 virtue of a joint enterprise, and that the employees and agents of MAJCO LLC were also employees
7 of JOSEPH BUSCAGLIA and DOES 1-20. MAJCO LLC employees performed services for each
8 and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared
9 control of them as employees, either directly or indirectly, and the manner in which Defendants'
10 business was and is conducted.

11 11. The true names and capacities, whether individual, corporate, associate, or otherwise,
12 of the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and
13 therefore these Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this
14 Complaint to insert the true names and capacities of these Defendants when they become known to
15 Plaintiff. Plaintiff is informed and believes and based thereupon alleges, that each of the fictitiously
16 named Defendants is responsible for the wrongful acts alleged herein and are therefore liable to
17 Plaintiff as alleged hereinafter.

18 12. Plaintiff is informed and believes and based thereupon alleges, that at all times relevant
19 hereto, Defendants were the agents, employees, managing agents, supervisors, coconspirators, parent
20 corporation, joint employers, alter egos, successors, and/or joint ventures of the other Defendants,
21 and each of them, and in doing the things alleged herein, were acting at least in part within the course
22 and scope of said agency, employment, conspiracy, joint employer, alter ego status, successor status
23 and/or joint venture and with the permission and consent of each of the other Defendants.

24 13. Plaintiff is informed and believes and based thereupon alleges, that Defendants,
25 including those defendants named as DOES 1-20 acted in concert with one another to commit the
26 wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
27 wrongful acts alleged herein, and/or attempted to do so. Plaintiff is further informed and believes, and
28 based thereupon alleges, that Defendants, including those defendants named as DOES 1-20 formed

1 and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts
2 alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy,
3 intended to cause and actually causing Plaintiff's harm.

4 14. Whenever and wherever reference is made in this Complaint to any act or failure to
5 act by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean
6 the acts and/or failures to act by each Defendant acting individually, jointly and severally.

7 **FACTUAL ALLEGATIONS**

8 15. MATTHEW HEINTZE was hired as Tire Lube Technician for Defendants on October
9 15, 2022. His employment ended around August 2023.

10 16. Plaintiff's job duties include tire services such as flat repairs, installing new tires, tire
11 rotations, oil changes, brake alignments, and vehicle inspections.

12 17. Defendant MAJCO LLC is a retail business that includes the sales of automobile tires,
13 batteries, and other automobile parts and accessories. MAJCO LLC's principle place of business is
14 located in Moorpark, California.

15 18. Plaintiff works Tuesday and Wednesday, from 10:00 a.m. to 6:00 p.m. On Thursday
16 and Friday, he works from 8:30 a.m. to 5:00 p.m. On Saturdays, Plaintiff works from 8:00 a.m. to
17 5:00 p.m.

18 19. Upon hire, Defendants agreed to pay Plaintiff \$16 per hour. As of March 2023,
19 Plaintiff's hourly rate increased to \$16.50.

20 20. During Plaintiff's employment, Defendant's provided specialty tools such as heavy
21 equipment but did not provide any hand tools. Plaintiff was required to purchase \$3,000 worth of
22 tools to perform his job duties, which to date have not been reimbursed by Defendants.

23 21. At all times relevant herein, Defendants provided Plaintiff and other employees with
24 an insufficient quantity of tools to adequately perform their job duties. The tools provided by
25 Defendants were insufficient to allow a single technician to perform their job. As such, technicians
26 and other employees were required to incur thousands of dollars in tool expenditures, which
27 Defendants have not reimbursed. Defendants' practice of failing to reimburse non-double minimum
28 wage-earning technicians for the purchase of their hand tools and equipment is violation of Labor

1 Code § 2802.

2 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
3 have known that Plaintiff was entitled to receive full reimbursement for all business-related expenses
4 and costs he incurred in direct consequence of the discharge of his duties and that he did not receive
5 full reimbursement of applicable business-related expenses and costs incurred.

6 23. During Plaintiff's employment, he did not receive uninterrupted 30-minute meal
7 periods. The demanding workloads prevented him from taking an uninterrupted lunch break. Instead,
8 Plaintiff would clock out for lunch but continue working. He believes this is the case for Defendant's
9 other employees. As a result, Defendants failed to provide its employees with compliant meal periods.

10 24. Plaintiff is informed and believes, and thereon allege, that Defendants knew or should
11 have known that Plaintiff was entitled to meal periods in accordance with the Labor Code or payment
12 of one additional hour of pay at his regular rates of pay when he was not provided with timely,
13 uninterrupted, 30-minute meal periods and that Plaintiff and was not provided with all meal periods,
14 or payment of one additional hour of pay at his regular rates of pay when he did not receive a timely,
15 uninterrupted, 30-minute meal period.

16 25. During Plaintiff's employment, he only received compliant rest periods about twice
17 per week when the shop was not as busy.

18 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
19 have known that Plaintiff was entitled to 10-minute rest periods in accordance with the Labor Code
20 and applicable IWC Wage Order or payment of one additional hour of pay at his regular rate of pay
21 when he was not provided with a compliant 10-minute rest period and that Plaintiff was not provided
22 compliant 10-minute rest periods or payment of one additional hour of pay at his regular rate of pay
23 when he was not provided a compliant 10-minute rest period.

24 **FIRST CAUSE OF ACTION**

25 **FAILURE TO INDEMNIFY FOR NECESSARY EXPENDITURES**

26 **IN VIOLATION OF LABOR CODE § 2802**

27 **(AGAINST ALL DEFENDANTS)**

28 27. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as

1 though fully set forth herein.

2 28. An employer shall indemnify his or her employee for all necessary expenditures or
3 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his
4 or her obedience to the directions of the employer.

5 29. From October 15, 2023 to the present date, Plaintiff has been required by Defendants
6 to purchase tools, and in fact did purchase tools in order to perform his duties.

7 30. From October 15, 2023 to the present date, Defendants failed to pay Plaintiff less than
8 twice the minimum wage in contravention of IWC Wage Order 4-2001, § 9(B), 8 CAL. CODE REGS.
9 § 11040, § 9(B), and California Labor Code §§ 1182, 1194, 1194.2, and 1197.

10 31. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
11 Defendants have maintained a policy, practice, or a lack of policy, which resulted in their failure to
12 indemnify Plaintiff for the reasonable expenses he incurred in the course of performing his duties.

13 32. As a result of the foregoing, Plaintiff is entitled to recover all sums incurred by his for
14 the purchase of the tools that were necessary for the performance of his job and which he was required
15 to purchase in an amount according to proof at trial.

16 33. As a result of the foregoing, Plaintiff is further entitled to an award of interest at the
17 same rate as judgments in civil actions, accruing from the date on which Plaintiff incurred the
18 necessary expenditures or losses and all reasonable costs, including attorney's fees incurred by him
19 enforcing the rights granted by Labor Code § 2802.

20 **SECOND CAUSE OF ACTION**

21 **FAILURE TO FURNISH ACCURATE WAGE STATEMENTS**

22 **IN VIOLATION OF LABOR CODE §§ 226, 1174 and 1198**

23 **(AGAINST ALL DEFENDANTS)**

24 34. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
25 though fully set forth herein.

26 35. Pursuant to Labor Code §§226 and 1174, employers have a duty to provide their non-
27 exempt employees with accurate itemized statements showing total hours worked, hourly wages,
28 gross wages, total deductions net wages earned and name of the employer. An employer who violates

1 these code sections is liable to its employees for the greater of actual damages suffered by the
2 employee, or \$50.00 in civil penalties for the initial pay period in which a violation occurred, and
3 \$100.00 per employee for each subsequent pay period, up to a statutory maximum of \$4,000.00.

4 36. At all relevant times, Defendants have knowingly and intentionally furnished their
5 employees with uniform, incomplete, and inaccurate wage statements.

6 37. Because Defendants failed to document and deducted time worked from Plaintiff's
7 wage statements and employment records for meal periods he did not actually receive, Defendants
8 unlawfully deducted wages earned and meal period premiums that should have been paid. Thus,
9 Defendants did not furnish wage statements to Plaintiff containing the correct amount of gross wages
10 earned in violation of Labor Code § 226 (a) (1), accurate total hours worked in violation of Labor
11 Code § 226 (a) (2), correct amount of net wages earned in violation of Labor Code § 226 (a) (5), or
12 accurate number of hours worked at each corresponding hourly rate in violation of Labor Code § 226
13 (a) (9).

14 38. To the extent that Defendants paid any meal break premium and/or rest break premium
15 payments, Defendants failed to identify such payments on Plaintiff's wage statements and
16 employment records, and Defendants otherwise failed to provide information on the wage statements
17 sufficient to identify how many premium payments were paid during each pay period, the specific
18 dates worked giving rise to the premium payments owed, or to determine whether such premium
19 payments adequately and/or accurately compensated Plaintiff for any and all premiums owed.

20 39. Pursuant to the applicable IWC Wage Order, employers are required to keep accurate
21 time records showing when the employee begins and ends each work period and meal period, as well
22 as the total daily hours worked, total wages paid each payroll period, total hours worked in the payroll
23 period and applicable rates of pay.

24 40. California Labor Code section 1174 (d) provides that "every person employing labor
25 in this state shall ... keep a record showing the names and addresses of all employees employed and
26 the ages of all minors" and "keep, at a central location in the state or at the plants or establishments
27 at which employees are employed, payroll records showing the hours worked daily by and the wages
28 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees

1 employed at the respective plants or establishments...”

2 41. At all relevant times, Defendants willfully failed to keep records of meal period start
3 and stop times, shift start and stop times, total hours worked in the payroll period and applicable
4 hourly rates of pay for Plaintiff as a result of failing to record the off-the-clock hours he worked
5 during his unpaid meal and rest periods in violation of section 1198 and 1174 (d).

6 42. Pursuant to Labor Code § 558.1, any employer or other person acting on behalf of an
7 employer, who violates, or causes to be violated, Labor Code section 226, may be held liable as the
8 employer for such violation. The term ‘other person acting on behalf of an employer’ is limited to a
9 natural person who is an owner, director, officer, or managing agent of the employer.

10 43. Plaintiff is entitled to recover from Defendants the greater of his actual damages
11 caused by Defendants’ failure to comply with California Labor Code section 226 (a), or an aggregate
12 penalty not exceeding \$4,000 as well as attorneys’ fees and costs.

13 **THIRD CAUSE OF ACTION**

14 **FAILURE TO PROVIDE MEAL PERIODS**

15 **LABOR CODE §§ 226.7, 512 (a) and 1198**

16 **(AGAINST ALL DEFENDANTS)**

17 44. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
18 though fully set forth herein.

19 45. “An employer shall not employ an employee for a work period of more than five hours
20 per day without providing the employee with a meal period of not less than 30 minutes, except that if
21 the total work period per day of the employee is no more than six hours, the meal period may be
22 waived by mutual consent of both the employer and employee. An employer shall not employ an
23 employee for a work period of more than 10 hours per day without providing the employee with a
24 second meal period of not less than 30 minutes, except that if the total hours worked is no more than
25 12 hours, the second meal period may be waived by mutual consent of the employer and the employee
26 only if the first meal period was not waived.” Lab. Code § 512; IWC Wage Order Nos. 1–2001 to
27 16–2001, § 11; IWC Wage Order No. 17-2001, § 9; 8 Cal Code Regs §§ 11010-11160, § 11; 8 Cal
28 Code Regs § 11170, § 9.

1 46. “An employer shall not require an employee to work during a meal ... period mandated
2 pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
3 Commission If an employer fails to provide an employee a meal ... period in accordance with a
4 state law, including, but not limited to, an applicable statute or applicable regulation, standard, or
5 order of the Industrial Welfare Commission ... the employer shall pay the employee one additional
6 hour of pay at the employee's regular rate of compensation for each workday that the meal ... period
7 is not provided.” Lab. Code § 226.7 (b) & (c).

8 47. At all relevant times herein, Defendants had, and continue to have, a company-wide
9 policy and/or practice of understaffing their locations while simultaneously assigning demanding
10 workloads, which had the combined effect of preventing employees from taking all timely,
11 uninterrupted meal periods to which they were entitled. Additionally, Defendants had no policy
12 and/or practice of scheduling meal periods for employees. As a result of Defendants’ policies and/or
13 practices, employees had to work through some or all of their meal periods, have their meal periods
14 interrupted to return to work, and/or wait extended periods of time before taking meal periods.

15 48. At all relevant times, Plaintiff regularly worked more than five hours per day, and was
16 thereby entitled to take uninterrupted 30-minute meal periods on each day of work.

17 49. At all relevant times, Defendant failed and refused to provide Plaintiff with
18 uninterrupted meal periods during his work shifts, and failed to compensate him for missed meal
19 periods, as required by Labor Code §§ 226.7, 512, and 1198 as well as the applicable sections of the
20 Code of Regulations and Industrial Welfare Commission Orders.

21 50. Plaintiff is also informed and believe that Defendants engaged in a systematic,
22 company-wide practice and/or policy of not paying meal period premiums to employees regardless
23 of whether they were able to take a compliant meal break, in violation of the applicable IWC Wage
24 Order and Labor Code sections 226.7 and 512 (a). As a result, Defendants failed to provide Plaintiff
25 compliant meal periods in violation of California Labor Code sections 226.7 and 512 and failed to
26 pay the full meal period premiums due.

27 51. As alleged herein, Plaintiff is not exempt from the meal period requirements of the
28 applicable Code of Regulations and Industrial Welfare Commission Orders. Consequently, Plaintiff

1 is owed one hour of pay at his regular hourly rate for each day that he was denied such meal periods.

2 52. At all relevant times, Defendant failed to provide Plaintiff with the statutory meal
3 period for those days on which he worked at least five hours. Consequently, Plaintiff is owed one
4 hour of pay at his regularly hourly rate then in effect for each day that he was denied such a meal
5 period pursuant to Labor Code §§ 226.7 and 512, plus interest thereon and costs of suit in an amount
6 subject to proof at trial.

7 **FOURTH CAUSE OF ACTION**
8 **FAILURE TO PROVIDE REST PERIODS**
9 **LABOR CODE §§ 226.7 and 1198**
10 **(AGAINST ALL DEFENDANTS)**

11 53. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
12 though fully set forth herein.

13 54. At all times relevant herein, Labor Code §§ 226.7, 1198 and applicable IWC Wage
14 Orders were applicable to Plaintiff's employment with Defendants.

15 55. At all relevant times, Labor Code §§ 226.7, 1198 and the applicable IWC Wage Order
16 provided that employees must be given 10-minute net rest periods for every 4 hours of work, to be
17 taken in the middle of each 4-hour period insofar as practicable. However, a rest period need not be
18 provided for employees whose total daily work is less than 3.5 hours. Thus, employees are entitled to
19 one 10-minute net rest period for shifts from 3.5 to 6 hours in length, two for shifts of more than 6
20 hours up to 10 hours, and three for shifts of more than 10 hours up to 14 hours, and so on. *Brinker*
21 *Restaurant Corp. v Superior Court*, 53 Cal.4th 1004, 1029 (2012); Wage Order Nos. 1–2001 to 16–
22 2001, §§11–12 (A); 8 Cal Code Regs §§11010-11160.

23 56. To comply with its obligation to provide rest periods under California Labor Code
24 section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over
25 how employees spend their break time, and relieve their employees of all duties — including the
26 obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus*
27 *v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-70 (2016).

28 57. “An employer shall not require an employee to work during a rest ... period mandated

1 pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
2 Commission If an employer fails to provide an employee a rest ... period in accordance with a
3 state law, including, but not limited to, an applicable statute or applicable regulation, standard, or
4 order of the Industrial Welfare Commission ... the employer shall pay the employee one additional
5 hour of pay at the employee's regular rate of compensation for each workday that the rest ... period
6 is not provided." Lab. Code § 226.7 (b)-(c).

7 58. Defendants' company-wide policy and practice of understaffing while simultaneously
8 assigning demanding workloads, prevented employees from being relieved of all duty in order to take
9 compliant rest periods.

10 59. Defendants also had a uniform policy of failing to schedule rest breaks. As a result,
11 employees missed their rest breaks, would be required to take them late, or would have their rest
12 breaks interrupted. Employees were prevented from being relieved of all duty in order to take
13 compliant rest periods and instead would be required to continue working.

14 60. Plaintiff worked shifts in excess of 3 ½ hours, in excess of 6 hours, and/or in excess
15 or 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled.

16 61. Defendants have also engaged in a systematic, company-wide practice and/or policy
17 of not paying rest period premiums owed when rest periods are not authorized or permitted. Thus,
18 Defendants denied Plaintiff rest periods and failed to pay him rest period premium wages due, in
19 violation of Labor Code section 226.7 and the applicable IWC Wage Order.

20 62. As alleged herein, Plaintiff is not exempt from the rest period requirements of the
21 applicable Code of Regulations and Industrial Welfare Commission Orders. Consequently, Plaintiff
22 is owed one hour of pay at his regularly hourly rate then in effect for each day that he was denied
23 such a rest period pursuant to Labor Code §§ 226.7, plus interest thereon and costs of suit in an amount
24 subject to proof at trial.

25 **FIFTH CAUSE OF ACTION**
26 **FAILURE TO TIMELY PAY WAGES**
27 **IN VIOLATION OF LABOR CODE § 204**

28 63. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as

1 though fully set forth herein.

2 64. "All wages ... earned by any person in any employment are due and payable twice
3 during each calendar month, on days designated in advance by the employer as the regular paydays
4 ... (d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly,
5 biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following
6 the close of the payroll period." Lab. Code § 204.

7 65. "In addition to, and entirely independent and apart from, any other penalty provided
8 in this article, every person who fails to pay the wages of each employee as provided in Sections ...
9 204 ... shall be subject to a penalty as follows: (1) For any initial violation, one hundred dollars (\$100)
10 for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional
11 violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the
12 amount unlawfully withheld." Lab. Code § 210.

13 66. At all times relevant herein, Defendants engaged in a practice of failing to pay Plaintiff
14 by the seventh calendar day following the close of the payroll period. Indeed, as discussed above,
15 Plaintiff is owed wages for unpaid minimum wage, meal periods and unreimbursed business
16 expenses. At no time during his employment were these outstanding sums ever paid to him. Instead,
17 these outstanding sums continued to accumulate every pay period. Therefore, Plaintiff was not paid
18 all wages earned by the seventh calendar day following the close of his pay periods.

19 67. As a direct and proximate result of Defendants' failure to timely pay wages, Plaintiff
20 is entitled to penalties under Labor Code § 210 in an amount subject to proof at trial.

21 **SIXTH CAUSE OF ACTION**

22 **WILLFUL FAILURE TO PAY WAGES**

23 **IN VIOLATION OF LABOR CODE §§ 201-203**

24 68. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
25 though fully set forth herein.

26 69. "If an employer discharges an employee, the wages earned and unpaid at the time of
27 discharge are due and payable immediately." Lab. Code § 201.

28 70. "If an employee not having a written contract for a definite period quits his or her

1 employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless
2 the employee has given 72 hours previous notice of his or her intention to quit, in which case the
3 employee is entitled to his or her wages at the time of quitting.” Lab. Code § 202.

4 71. “If an employer willfully fails to pay any wages of an employee who is discharged or
5 who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same
6 rate until paid or until an action therefor is commenced.” Lab. Code § 203.

7 72. Plaintiff was not exempt from the requirements of Labor Code §§ 201-203.

8 73. At no time since Plaintiff's separation of employment did Defendants pay him wait-
9 time penalties as required by Labor Code § 203.

10 74. As a direct and proximate result of Defendants' willful failure to pay Plaintiff's wages
11 upon his separation of employment, Plaintiff incurred wait-time penalties in an amount equal to his
12 daily rate of pay over the period that the wages were not paid in an amount subject to proof at trial.

13 **SEVENTH CAUSE OF ACTION**

14 **CIVIL PENALTIES IN VIOLATION OF**

15 **LABOR CODE § 2699, ET SEQ.**

16 **(AGAINST ALL DEFENDANTS)**

17 75. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
18 though fully set forth herein.

19 76. Under Labor Code §2698, et seq., Plaintiff, as a aggrieved employee, may bring an
20 action against Defendants, on behalf of himself and other current or former employees, seeking civil
21 penalties for defendants' violations of the California Labor Code.

22 77. Plaintiff was an aggrieved employee within the meaning of Labor Code §2698, et seq.
23 by virtue of the numerous Labor Code violations he was subjected to as plead herein.

24 78. Defendants also subjected the aggrieved employees on whose behalf Plaintiff brings
25 this enforcement action to all of the Labor Code violations plead herein, including failing to reimburse
26 for necessary business expenditures in violation of Labor Code § 2802, failing to furnish compliant
27 wage statements and maintain accurate pay records in violation of § 226, 1174 (d), and 1198, failing
28 to provide meal periods in violation of §§ 226.7, 512 (a), and 1198, failing to provide rest periods in

1 violation of Labor Code §§ 226.7 and 1198, failure to timely pay wages in violation of Labor Code §
2 204 and willful failure to pay wages in violation of Labor Code § 201-203.

3 79. On August 18, 2023, Plaintiff provided written notice by online filing with the Labor
4 and Workforce Development Agency and by certified mail to Defendants of the specific provisions
5 of the Labor Code alleged to have been violated, including the facts and theories to support the alleged
6 violation, as required by Labor Code § 2699.3 (a) (1) (A).

7 80. As of the filing of this Complaint, Plaintiff has received no notice from the Labor and
8 Workforce Development Agency of its intent to pursue an action against Defendants.

9 81. As a direct and proximate result of Defendants' California Labor Code violations as
10 set forth herein, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per pay
11 period for the initial violation, and \$200 for each aggrieved employee per pay period for each
12 subsequent violation, pursuant to Labor Code §2699 (f), for those Labor Code sections not expressly
13 providing for a penalty, and civil penalties provided by the specific Labor Code sections that do
14 expressly provide for a penalty.

15 82. Plaintiff is also entitled to reasonable attorney's fees and costs, and 25% of the
16 recovered civil penalties.

17 **PRAYER FOR RELIEF**

18 Plaintiff prays for relief and judgment against Defendant as follows:

19 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess
20 of \$25,000, exclusive of interest and costs.

21 **As to the First Cause of Action**
22 **(Unreimbursed Business Expenses)**

23 2. That the Court adjudge, declare and decree that Defendants violated Labor Code §
24 2802 by willfully failing to reimburse business expenses incurred by Plaintiff and the aggrieved
25 employees;

26 3. For unreimbursed business expenses and for all actual, consequential, and incidental
27 losses and damages, according to proof;

28 4. For interest at the same rate as judgments in civil actions, accruing from the date on

1 which Plaintiff and the aggrieved employees incurred the necessary expenditures or loses pursuant to
2 Labor Code § 2802;

3 5. For all reasonable costs and attorney's fees incurred by Plaintiff's enforcement of the
4 rights granted by Labor Code § 2802 pursuant to Labor Code § 2802 (c); and

5 6. For such other relief that the Court deems just and appropriate.

6 **As to the Second Cause of Action**

7 **(Noncompliant Wage Statements and Payroll Records)**

8 7. That the Court adjudge, declare and decree that Defendants violated Labor Code §§
9 226 and 1198, applicable IWC Wage Orders and Codes of Regulation by willfully failing to furnished
10 compliant, accurate itemized wage statements to Plaintiff and for failure to keep accurate payroll
11 records;

12 8. For consequential and incidental losses and damages according to proof;

13 9. For injunctive relief pursuant to Labor Code § 226 (h);

14 10. For statutory penalties pursuant to Labor Code § 226 (e);

15 11. For all reasonable costs and attorney's fees incurred by Plaintiff's enforcement of the
16 rights granted by Labor Code §§ 226 pursuant to Labor Code § 226 (e) (1); and

17 12. For such other relief that the Court deems just and appropriate.

18 **As to the Third Cause of Action**

19 **(Failure to Provide Meal Periods)**

20 13. That the Court declare, adjudge, and decree that Defendants violated California Labor
21 Code §§ 226.7, 512 (a), 1198, applicable IWC Wage Orders and Codes of Regulation by willfully
22 failing to provide all meal periods to Plaintiff;

23 14. That the Court make an award to the Plaintiff of one hour of pay at his regular rate of
24 pay for each workday that a meal period was not provided;

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

26 16. For premiums pursuant to California Labor Code section 226.7 (b);

27 17. For pre-judgment interest on any unpaid meal period premiums from the date such
28 amounts were due, or as otherwise provided by law;

1 18. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or
2 as otherwise provided by law; and

3 19. For such other relief that the Court deems just and appropriate.

4 **As to the Fourth Cause of Action**

5 **(Failure to Provide Rest Periods)**

6 20. That the Court declare, adjudge, and decree that Defendants violated California Labor
7 Code §§ 226.7, 1198, applicable IWC Wage Orders and Codes of Regulation by willfully failing to
8 provide all rest periods to Plaintiff;

9 21. That the Court make an award to Plaintiff of one hour of pay at his regular rate of pay
10 for each workday that a rest period was not provided;

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

12 23. For premiums pursuant to California Labor Code section 226.7 (b);

13 24. For pre-judgment interest on any unpaid rest period premiums from the date such
14 amounts were due, or as otherwise provided by law;

15 25. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or
16 as otherwise provided by law; and

17 26. For such other relief that the Court deems just and appropriate.

18 **As to the Fifth Cause of Action**

19 **(Failure to Timely Pay Wages)**

20 27. That the Court declare, adjudge, and decree that Defendants violated California Labor
21 Code § 204, applicable IWC Wage Orders and Codes of Regulation by willfully failing to timely pay
22 wages to Plaintiff and class members;

23 28. For penalties pursuant to Labor Code § 210, plus 25 percent of amounts unlawfully
24 withheld from Plaintiff and class members;

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

26 30. For pre-judgment interest on any unpaid wages from the date such amounts were due,
27 or as otherwise provided by law;

28 31. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or

1 as otherwise provided by law; and

2 32. For such other relief that the Court deems just and appropriate.

3 **As to the Sixth Cause of Action**

4 **(Willful Failure to Pay Wages)**

5 33. That the Court declare, adjudge, and decree that Defendants violated California Labor
6 Code § 201-203, applicable IWC Wage Orders and Codes of Regulation by willfully failing to pay
7 minimum wages, overtime wages, and meal and rest premiums owed to Plaintiff either upon discharge
8 or within 72 hours of their resignation;

9 34. For wait time penalties pursuant to Labor Code § 203;

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

11 36. For pre-judgment interest on any unpaid wages from the date such amounts were due,
12 or as otherwise provided by law;

13 37. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or
14 as otherwise provided by law; and

15 38. For such other relief that the Court deems just and appropriate.

16 **As to the Seventh Cause of Action**

17 **(Civil Penalties under the PAGA)**

18 39. That the Court declare, adjudge, and decree that Defendants violated all California
19 Labor Code sections plead herein, including Labor Code §§ 201-204, 226, 226.7, 512, 1174,
20 1182.12, 1194, 1197, 1197.1, 1198 and 2802;

21 40. For civil penalties pursuant to 210, 226.3, 256, 558, 1174.5, 1197.1, 2699 (a) and/or
22 2699 (a), (f) and (g), for violations of all California Labor Code sections plead herein, including
23 Labor Code §§ 201-204, 226, 226.7, 512, 1174, 1182.12, 1194, 1197, 1197.1, 1198 and 2802;

24 41. For attorneys' fees and costs pursuant to California Labor Code § 2699 (g) (1), and
25 any and all other relevant statutes, for Defendants' violations of all California Labor Code sections
26 plead herein, including Labor Code §§ 201-204, 226, 226.7, 512, 1174, 1182.12, 1194, 1197,
27 1197.1, 1198 and 2802;

28 42. For pre-judgment and post-judgment interest as provided by law; and

1 43. For such other and further relief as the Court deems just and appropriate.

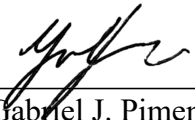
2 **DEMAND FOR JURY TRIAL**

3 Plaintiff hereby demands a trial by jury on all issues.

4 **PIMENTEL LAW, P.C.**

5
6 Dated: March 5, 2024

By: _____


Gabriel J. Pimentel, Esq.
Yesenia L. Rodriguez, Esq.
Attorneys for Plaintiff