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FILED
 Superior Court of California
 County of Los Angeles

11/14/2023

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

Attorneys for Plaintiff MELKI ORDONEZ

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

MELKI ORDONEZ, an individual, on behalf of
 himself and others similarly situated,

Plaintiff,

vs.

MILLENNIUM DISTRIBUTION INC.;
 MILLENNIUM DISTRIBUTION SERVICES,
 INC.; MILLENNIUM DISTRIBUTION &
 SERVICES, INC.; MILLENNIUM
 TRANSPORTATION, INC.; and DOES 1
 through 50, inclusive,

Defendants.

Case No. 23STCV21654

Assigned for all purposes to:
 Hon. Stuart M. Rice, Dept. 1

**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: September 7, 2023
 Trial Date: None Set

1 Plaintiff MELKI ORDONEZ (“Plaintiff”), individually, and on behalf of all others similarly
2 situated, brings this First Amended Class and Representative Action Complaint (“Complaint”) against
3 Defendants MILLENNIUM DISTRIBUTION INC., MILLENNIUM DISTRIBUTION SERVICES,
4 INC., MILLENNIUM DISTRIBUTION & SERVICES, INC., MILLENNIUM
5 TRANSPORTATION, INC., and DOES 1 through 50, inclusive (collectively, “Defendants”), and
6 alleges as follows:

7 **INTRODUCTION**

8 1. Plaintiff brings this putative class action against Defendants, on behalf of himself
9 individually and a putative class of California citizens who are and were employed by Defendants as
10 non-exempt employees throughout California during the Class Period (collectively the “Class” or
11 “Class Members”). The term Class Period is defined as four (4) years prior to the filing of this action
12 to the date of class certification.

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

19 3. Defendants own and operate businesses that provide distribution and transportation
20 services to other businesses in the automotive, pharmaceutical, healthcare, government, laboratory,
21 and service industries in California.

22 4. Plaintiff alleges that Defendants have engaged in a systematic pattern of wage and hour
23 violations under the California Labor Code, the Industrial Welfare Commission (“IWC”) Wage
24 Orders, and California Business and Professions Code that have damaged Plaintiff and Class
25 Members, and contribute to Defendants’ deliberate unfair competition.

26 5. Plaintiff is informed and believes, and thereon alleges, that Defendants have violated
27 and continue to violate state wage and hour laws by, among other things:

28 (a) failing to pay all wages (including minimum, regular, and overtime wages) including

1 wages at the proper rate of pay for overtime;

2 (b) failing to provide paid sick leave;

3 (c) failing to provide lawful meal periods or compensation in lieu thereof;

4 (d) failing to authorize or permit rest breaks or provide compensation in lieu thereof;

5 (e) failing to provide accurate itemized wage statements;

6 (f) failing to pay all wages due upon separation of employment; and

7 (g) failing to reimburse business expenses.

8 6. Plaintiff seeks monetary relief against Defendants on behalf of himself and the putative
9 class to recover, among other things, unpaid wages, liquidated damages, restitution, interest, attorneys'
10 fees, costs, and penalties pursuant to Labor Code sections 201-204, 206, 210, 218.6, 226, 226.3, 226.7,
11 227.3, 246, 246.5, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et*
12 *seq.*, 2800, and 2802, and California Code of Civil Procedure section 1021.5.

13 **JURISDICTION AND VENUE**

14 7. This is a class action pursuant to California Code of Civil Procedure section 382 and
15 representative action under PAGA. The monetary damages, restitution, penalties, and other amounts
16 sought by Plaintiff exceeds the minimal jurisdictional limits of the Superior Court and will be
17 established according to proof at trial.

18 8. This Court has jurisdiction over this action pursuant to the California Constitution,
19 Article VI, section 10, which grants the Superior Court original jurisdiction in all causes, except those
20 given by statutes to other courts. The statutes under which this action is brought do not specify any
21 other basis for jurisdiction. All claims alleged herein arise under California law for which Plaintiff
22 seeks relief authorized by California law.

23 9. This Court has jurisdiction over all Defendants because, upon information and belief,
24 they have sufficient minimum contacts in California, or otherwise intentionally avail themselves of
25 the California market so as to render the exercise of jurisdiction over them by the California courts
26 consistent with traditional notions of fair play and substantial justice.

27 10. Venue is proper in this Court under Code of Civil Procedure sections 395(a) and 395.5
28 because, upon information and belief, Defendants reside, transact business, maintain offices, and/or

1 have an agent or agents in this county, and the acts and omissions alleged herein took place in this
2 county.

3 **PARTIES**

4 11. Plaintiff is a California citizen and resides in Los Angeles County, California.
5 Defendants employed Plaintiff as a non-exempt employee during the Class Period and continue to
6 employ him as a non-exempt employee. Plaintiff's job duties consist of picking up, collecting, and
7 delivering auto parts, and communicating with Millennium's and their clients' dispatchers (e.g., other
8 companies such as Fast Undercar) to deliver various items throughout Los Angeles County.

9 12. Plaintiff is informed and believes, and thereon alleges that Defendant Millennium
10 Distribution Inc. ("MDI") was and is an Oregon corporation. Plaintiff is informed and believes, and
11 thereon alleges that MDI continues to do business throughout the State of California, and is located at
12 3164 E. La Palma Avenue, Suite D, Anaheim, California 92806 ("Anaheim Office"). Plaintiff is
13 informed and believes, and thereon alleges that MDI owns and operates a distribution and
14 transportation company, and provides its services to other companies throughout California, including
15 in Los Angeles County. MDI issued and continues to issue wage statements to Plaintiff identifying the
16 employer as "Millennium Distribution Inc." located at "5933 NE Win Sivers Dr. Ste. 205, Portland,
17 OR 97220." As part of his employment with Defendants, he is required to report to Defendants'
18 Anaheim Office and perform his job duties in Los Angeles County. Plaintiff is informed and believes,
19 and thereon alleges that Bill Bedi is the President and Secretary of MDI.

20 13. Plaintiff is informed and believes, and thereon alleges that Defendant Millennium
21 Distribution Services, Inc. ("MDSI") was and is an Delaware corporation. Plaintiff is informed and
22 believes, and thereon alleges that MDSI continues to do business throughout the State of California,
23 and its principal place of business is located at 1380 Lead Hill Blvd., Ste. 101, Roseville, California
24 95661. Plaintiff is informed and believes, and thereon alleges that MDSI owns and operates a
25 distribution and transportation company, and provides its services to other companies throughout
26 California, including in Los Angeles County. Plaintiff is informed and believes, and thereon alleges
27 that Bill Bedi is the President and Secretary of MDSI.

28 14. Plaintiff is informed and believes, and thereon alleges that Defendant Millennium

1 Distribution & Services, Inc. (“MD&SI”) was and is an Arizona corporation. Plaintiff is informed and
2 believes, and thereon alleges that MD&SI continues to do business throughout the State of California,
3 and its principal place of business is located at 1380 Lead Hill Blvd., Ste. 106, Roseville, California
4 95661. Plaintiff is informed and believes, and thereon alleges that MD&SI owns and operates a
5 distribution and transportation company, and provides its services to other companies throughout
6 California, including in Los Angeles County.

7 15. Plaintiff is informed and believes, and thereon alleges that Defendant Millennium
8 Transportation, Inc. (“MTI”) was and is a California corporation. Plaintiff is informed and believes,
9 and thereon alleges that MTI continues to do business throughout the State of California, and its
10 principal place of business is located at 3164 E. La Palma Avenue, Suite D, Anaheim, California
11 92806. Plaintiff is informed and believes, and thereon alleges that MTI owns and operates a
12 distribution and transportation company, and provides its services to other companies throughout
13 California, including in Los Angeles County. Plaintiff is informed and believes, and thereon alleges
14 that Reuban Bedi is the Chief Executive Officer, Chief Financial Officer, Secretary, Agent for service
15 of process, and Director of MTI.

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

19 17. Defendant DOES 1 through 50, are sued under fictitious names pursuant to Code of
20 Civil Procedure section 474 because Plaintiff does not know their true names or capacities. Plaintiff
21 will seek leave of court to amend this Complaint and serve such fictitiously named Defendants when
22 their names and capacities are ascertained.

23 18. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 50 are or
24 were the partners, agents, owners, shareholders, managers, or employees of Defendants at all relevant
25 times.

26 19. Plaintiff is informed and believes, and thereon alleges, that each Defendant acted in all
27 respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business
28 plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable

1 to the other Defendants.

2 20. Plaintiff is informed and believes, and thereon alleges, that each Defendant directly or
3 indirectly, through agents or other persons or entities, employed or otherwise exercised control over
4 the wages, hours, and working conditions of Plaintiff. Furthermore, each Defendant in all respects
5 acted as the employer and/or joint employer of Plaintiff and the Class Members.

6 21. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
7 omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through
8 50, acting as the agent, alter ego, agent, servant, joint venturer, co-conspirator, and/or partner for the
9 other, within a common enterprise and legal authority to act on the other's behalf. The acts of any and
10 all Defendants were in accordance with, and represent, the official policy of Defendants.

11 22. At all relevant times, Defendants, and each of them, acted within the scope of such
12 agency or employment, or ratified each and every act or omission complained of herein. At all relevant
13 times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other
14 Defendants in proximately causing the damages herein alleged.

15 23. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is
16 in some manner intentionally, negligently, and/or otherwise responsible for the acts, omissions,
17 occurrences, and transactions alleged herein.

18 **CLASS ALLEGATIONS**

19 24. Plaintiff brings this class action pursuant to Code of Civil Procedure section 382 on
20 behalf of himself and all others similarly situated who were injured by Defendants' violations of the
21 Labor Code, Business and Professions Code sections 17200, *et seq.*, and IWC Wage Orders during
22 the Class Period.

23 25. Plaintiff's proposed Class consists of and is defined as follows:

24 Class

25 All California citizens currently or formerly employed by Defendants as non-exempt
26 employees in the State of California within four (4) years prior to the filing of this
27 action to the date of class certification.

28 26. Plaintiff also seeks to certify the following Subclass:

1 Waiting Time Subclass

2 All Class Members who separated from their employment with Defendants at any time
3 within three (3) years prior to the filing of this action to the date of class certification
4 (“Subclass” or “Waiting Time Subclass”).

5 27. Members of the Class and Subclass described above will be collectively referred to as
6 “Class Members.”

7 28. Plaintiff reserves the right to modify or re-define the Class or Subclass, establish
8 additional subclasses, or modify or re-define any class or subclass definition as appropriate based on
9 investigation, discovery, and specific theories of liability.

10 29. There is a well-defined community of interest in this litigation and the proposed Class
11 and Subclass are readily ascertainable.

12 30. **Commonality:** This action has been brought and may properly be maintained as a class
13 action under the California Code of Civil Procedure section 382 because there are common questions
14 of law and fact as to the Class Members that predominate over any questions affecting only individual
15 members including, but not limited to, the following:

- 16 (a) Whether Defendants paid Plaintiff and Class Members all wages (including minimum,
17 regular, and overtime wages) for all hours worked;
- 18 (b) Whether Defendants required Plaintiff and Class Members to work off-the-clock
19 without compensation;
- 20 (c) Whether Defendants paid Plaintiff and Class Members at the proper rate of pay for
21 overtime;
- 22 (d) Whether Defendants provided Plaintiff and Class Members with paid sick leave;
- 23 (e) Whether Defendants provided Plaintiff and Class Members with compliant meal
24 periods or paid compensation in lieu thereof;
- 25 (f) Whether Defendants authorized and permitted compliant rest breaks to Plaintiff and
26 Class Members or paid compensation in lieu thereof;
- 27 (g) Whether Defendants failed to provide Plaintiff and Class Members with accurate
28 itemized wage statements;

- 1 (h) Whether Defendants failed to timely pay Class Members all wages due immediately
2 upon termination or within 72 hours of resignation;
- 3 (i) Whether Defendants failed to reimburse Plaintiff and Class Members for necessary
4 business expenditures;
- 5 (j) Whether Defendants' conduct was willful or reckless; and
- 6 (k) Whether Defendants engaged in unfair business practices in violation of Business and
7 Professions Code sections 17200, *et seq.*

8 31. There is a well-defined community of interest. Further, Plaintiff and Class Members
9 have suffered common injuries as a result of Defendants' systemic employment policies and practices.
10 Looking to Defendants' employment policies and practices, the Court can adjudicate the lawfulness
11 of those policies and practices on a class-wide basis, according to proof, and issue an award to Plaintiff
12 and Class Members accordingly. In addition, answers to common questions raised in this Complaint
13 will advance resolution of each individual Class Member's claims.

14 32. **Numerosity:** The Class Members are so numerous that joinder of all members is
15 impractical. Although the members of the entire Class and Subclass are unknown to Plaintiff at this
16 time, on information and belief, the class is estimated to be greater than 100 individuals.

17 33. **Ascertainability:** The identities of the Class Members are readily ascertainable by
18 inspection of Defendants' employment and payroll records.

19 34. **Typicality:** The claims (or defenses, if any) of Plaintiff are typical of the claims of the
20 Class Members because Defendants' failure to comply with the provisions of California's wage and
21 hour laws entitled each Class Member to similar pay, benefits, and other relief. The injuries sustained
22 by Plaintiff are also typical of the injuries sustained by Class Members because they arise out of and
23 are caused by Defendants' common course of conduct as alleged herein.

24 35. **Adequacy:** Plaintiff will fairly and adequately represent and protect the interests of all
25 Class Members because it is in Plaintiff's best interest to prosecute the claims alleged herein to obtain
26 full compensation and penalties due to Plaintiff and the Class Members. Plaintiff's attorneys, as
27 proposed class counsel, are competent and experienced in litigating large employment class actions
28 and versed in the rules governing class action discovery, certification, and settlement. Plaintiff has

incurred and, throughout the duration of this action, will continue to incur attorneys' fees and costs that have been and will be necessarily expended for the prosecution of this action for the substantial benefit of the Class Members.

36. **Superiority:** The nature of this action makes use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner for the entire Class and Subclass at the same time. If appropriate, this Court can, and is empowered to, fashion methods to efficiently manage this case as a class action.

37. **Public Policy Considerations:** Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while affording them privacy protections.

GENERAL ALLEGATIONS

38. **Background:** At all relevant times mentioned herein, Defendants employed Plaintiff and other persons as non-exempt employees at Defendants' locations within California. Defendants employed Plaintiff in a non-exempt position during his employment and continue to employ Plaintiff and other non-exempt employees within California.

39. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who were knowledgeable about California's wage and hour laws, employment and personnel practices, and the requirements of California law.

40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known they had a duty to compensate Plaintiff and Class Members, and Defendants had the financial ability to pay such compensation but willfully, knowingly and intentionally failed to do so all in order to increase Defendants' profits.

1 41. **Unpaid Wages:** Plaintiff is informed and believes, and thereon alleges, that Defendants
2 knew or should have known that Plaintiff and Class Members were entitled to receive at least minimum
3 wages, wages at their regular rate of pay, and overtime wages, and that they were not receiving
4 minimum, regular, and overtime wages for all work that was required to be performed. Plaintiff is
5 informed and believes, and thereon alleges, that Plaintiff and Class Members regularly worked in
6 excess of eight (8) and/or 10 hours per workday and/or over 40 hours per workweek. In violation of
7 the Labor Code and IWC Wage Orders, Defendants failed to pay Plaintiff and other Class Members
8 all wage due at the appropriate rate of pay. Specifically, Defendants required Plaintiff and Class
9 Members to call an hour before their shift to confirm that they would appear for work without
10 compensation. Defendants also failed to provide sick pay. Further, Defendants unfairly rounded
11 Plaintiff's and Class Members' time worked to the benefit of Defendants and to the detriment of the
12 employees. Defendants also required Plaintiff and Class Members to work off-the-clock, such as
13 communicating with Defendants' management on the weekends regarding work related tasks, without
14 compensation. As such, Defendants failed to pay Plaintiff and other Class Members minimum, regular,
15 and overtime wages for all hours worked including at the appropriate rate of pay, in violation of the
16 Labor Code and IWC Wage Orders.

17 42. **Meal Period Violations:** Plaintiff is informed and believes, and thereon alleges, that
18 Defendants knew or should have known that Plaintiff and Class Members were entitled to receive a
19 timely, off-duty, uninterrupted 30-minute meal period for every five (5) hours of work, or payment of
20 one (1) additional hour of pay at their regular rate of pay when they did not receive a compliant meal
21 period. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Class Members regularly
22 worked through their meal periods or had their meal periods missed, late, interrupted, short, and/or
23 restricted to the worksite due to Defendants' understaffing, work demands, and practices. Specifically,
24 Plaintiff was required to make up to 15 deliveries per day, as such, first meal periods were regularly
25 provided after the fifth hour of work, missed, interrupted with work, and/or less than 30 minutes.
26 Defendants also failed to provide second meal periods when Plaintiff and Class Members worked in
27 excess of 10 hours per workday. Defendants failed to compensate Plaintiff and other Class Members
28 with an additional hour of pay at their regular rate for every day in which they suffered a meal period

violation. As such, Defendants failed to provide Plaintiff and other Class Members all required meal periods or premium pay, in violation of the Labor Code and IWC Wage Orders.

43. **Rest Period Violations:** Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and Class Members were entitled to receive a 10-minute, off-duty, uninterrupted rest period for every four (4) hours worked, or major fraction thereof, or payment of one (1) additional hour of pay at their regular rate of pay when they were not permitted to take a compliant rest period. In violation of the Labor Code and IWC Wage Orders, Defendants failed to provide compliant rest breaks to Plaintiff and Class Members due to its understaffing, work demands, and practices as mentioned above. Specifically, Plaintiff and other Class Members regularly had their rest breaks shortened, interrupted, restricted to the worksite, and/or missed altogether due to Defendants' policy and practice of prioritizing work demands over taking compliant breaks and failing to implement a compliant rest break policy and/or practice. Defendants also failed to adopt and implement a practice of providing compliant second rest breaks when Plaintiff and Class Members worked over six (6) hours per workday or providing compliant third rest breaks when Plaintiff and Class Members worked over 10 hours per workday. Further, Defendants failed to compensate Plaintiff and other Class Members with an additional hour of pay at their regular rate for every day in which they suffered a rest period violation. As such, Defendants failed to provide Plaintiff and other Class Members all required rest periods or premium pay, in violation of the Labor Code and IWC Wage Orders.

44. **Waiting Time Penalties:** Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Waiting Time Subclass Members who separated from their employment with Defendants during the statutory period were entitled to timely payment of all wages due. In violation of the Labor Code and IWC Wage Orders, Waiting Time Class Members did not receive payment of all wages owed upon separation within the permissible time period due to, *inter alia*, Defendants' failure to pay all wages including vacation pay, meal and rest period premiums, and reimburse expenses to Class Members.

45. **Wage Statement Violations:** Plaintiff is informed and believes, and thereon alleges that Defendants knew or should have known that Plaintiff and Class Members were entitled to receive

1 complete and accurate wage statements. In violation of the Labor Code and IWC Wage Orders,
2 Plaintiff and Class Members were not furnished with complete and accurate wage statements that show
3 all of the information required by Labor Code section 226, including, but not limited to, the correct
4 entity name and address, unpaid wages and reimbursements, sick pay, vacation pay, meal and rest
5 period premiums, the gross and net wages earned, the total hours worked, all applicable hourly rates
6 in effect during the pay period, and the corresponding number of hours worked at each hourly rate.

7 46. **Unreimbursed Business Expenses:** Plaintiff is informed and believes, and thereon
8 alleges, that Defendants knew or should have known that Plaintiff and Class Members were entitled
9 to reimbursement for their necessary work-related business expenses. In violation of the Labor Code
10 and IWC Wage Orders, Defendants required Plaintiff and Class Members to use their personal cell
11 phones and vehicles, and separately maintain their heavily soiled uniforms without adequate
12 reimbursement.

13 **FIRST CAUSE OF ACTION**

14 **FAILURE TO PAY ALL WAGES**

15 **(AGAINST ALL DEFENDANTS)**

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

18 48. At all times herein relevant, Defendants had a duty to comply with Labor Code sections
19 204, 206, 227.3, 246, 246.5, 510, 558, 1182.12, 1194, 1194.2, 1197, 1198, the applicable IWC Wage
20 Orders, and all applicable local minimum wage ordinances in effect throughout California.

21 49. Labor Code section 204 and the IWC Wage Orders require timely payment of all wages
22 owed on regularly scheduled paydays at least twice during each calendar month, on days designated
23 in advance by the employer as the regular paydays. All wages in earned in excess of the normal work
24 period must be paid no later than the payday for the next regular payroll period.

25 50. Labor Code section 206 provides that in case of a dispute over wages, the employer
26 shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving to
27 the employee all remedies he/she is otherwise entitled to as to any balance claimed.

28 51. The IWC Wage Orders define “hours worked” as “the time during which an employee

1 is subject to the control of an employer and includes all time the employee is suffered or permitted to
2 work, whether or not required to do so.”

3 52. Labor Code section 227.3 provides: “[u]nless otherwise provided by a collective-
4 bargaining agreement, whenever a contract of employment or employer policy provides for paid
5 vacations, and an employee is terminated without having taken off his vested vacation time, all vested
6 vacation shall be paid to him as wages at his final rate in accordance with such contract of employment
7 or employer policy respecting eligibility or time served; provided, however, that an employment
8 contract or employer policy shall not provide for forfeiture of vested vacation time upon termination.”

9 53. Labor Code sections 246 and 246.5 provide for minimum requirements and protections
10 with respect to paid sick leave.

11 54. Labor Code section 510 and the IWC Wage Orders require that employers pay
12 employees for all overtime hours at a rate of one and one-half times the employee’s regular rate of pay
13 for hours worked in excess of eight (8) hours in one (1) workday, 40 hours in one (1) workweek, and
14 after the first eight hours on the seventh consecutive workday in one (1) workweek. Labor Code
15 section 510 and the IWC Wage Orders further require that employers pay employees double their
16 regular rate of pay for hours work in excess of 12 hours in a workday and after eight hours on the
17 seventh consecutive workday in one (1) workweek. Labor Code section 510 requires payment of
18 overtime wages at one and one half times the “regular rate of pay,” which includes all forms of
19 remuneration earned by the employee.

20 55. Labor Code section 558 provides for the recovery of underpaid wages.

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

26 57. Labor Code section 1194 requires that employers pay employees at least the legal
27 minimum wage rate for all hours worked, notwithstanding any agreement to work for a lesser wage.
28 Labor Code section 1194 further authorizes any employee receiving less than the legal minimum wage

1 applicable to the employee to recover in a civil action the unpaid balance of the full amount of wages,
2 along with interest thereon, reasonable attorneys' fees and costs of suit.

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

5 59. Labor Code section 1198 prohibits employers from employing for longer hours or less
6 favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise set by
7 the Labor Commissioner.

8 60. During the relevant time period, Defendants failed to pay Plaintiff and Class Members
9 all wages due, including minimum, regular, and overtime wages due to Defendants' practices of
10 requiring off-the-clock work, rounding time worked in their favor, failing to provide sick pay, and
11 failing to pay all wages at the appropriate rates including overtime, among other things.

12 61. In violation of California law, Defendants have knowingly and willfully refused to
13 perform their obligations and compensate Plaintiff and Class Members for all wages earned as alleged
14 above.

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

26 63. Defendants' failure to pay Plaintiff and Class Members all earned minimum, regular,
27 and overtime wages in accordance with Labor Code sections 204, 206, 227.3, 246, 246.5, 510, 558,
28 1182.12, 1194, 1194.2, 1197, 1198, the applicable IWC Wage Orders, and all applicable local

1 minimum wage ordinances in effect throughout California, Plaintiff and Class Members are entitled
2 to recover the full amount of unpaid wages, liquidated damages, prejudgment interest, and statutory
3 penalties, along with attorneys' fees and costs in amounts that will be established at trial.

4 **SECOND CAUSE OF ACTION**

5 **MEAL PERIOD VIOLATIONS**

6 **(AGAINST ALL DEFENDANTS)**

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

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

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

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

24 68. Labor Code section 226.7(b) and the IWC Wage Orders prohibit an employer from
25 requiring any employee to work during a meal period mandated by any California statute, regulation,
26 standard or order. If an employer fails to provide an employee with a meal period in accordance with
27 state law, Labor Code section 226.7(c) and the IWC Wage Orders require that the employer pay the
28 employee one (1) additional hour of pay at the employee's regular rate of compensation for each

1 workday that the meal period is noncompliant.

2 69. During the relevant time period, Plaintiff and Class Members did not receive compliant
3 meal periods for working more than five (5) and/or 10 hours per day. Specifically, meal periods were
4 late, interrupted, rounded, short, automatically deducted, missed, and/or restricted to the worksite.
5 Defendants further failed to provide Plaintiff and Class Members with compliant second meal periods.

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

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

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

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

28 74. Also, pursuant to Code of Civil Procedure section 1021.5, Plaintiff will seek attorneys'

1 fees and costs from Defendants in an amount subject to proof and approved by the Court.

2 **THIRD CAUSE OF ACTION**

3 **REST PERIOD VIOLATIONS**

4 **(AGAINST ALL DEFENDANTS)**

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

7 76. At all relevant times, Defendants had a duty to comply with Labor Code section 226.7
8 and the applicable IWC Wage Orders.

9 77. The IWC Wage Orders require employers to authorize and permit all employees to take
10 10-minute duty-free rest periods for each four (4) hours worked, or major fraction thereof.

11 78. If an employer fails to provide an employee with a rest period in accordance with
12 California law, Labor Code section 226.7(c) and the IWC Wage Orders require that the employer pay
13 the employee one (1) additional hour of pay at the employee's regular rate of compensation for each
14 workday that the rest period is noncompliant.

15 79. During the relevant time period, Defendants did not implement a compliant rest break
16 policy and/or practice. Consequently, Plaintiff and Class Members did not receive a 10 minute rest
17 period for every four (4) hours worked or major fraction thereof because rest breaks were interrupted,
18 missed, short, and/or restricted to the worksite.

19 80. During the relevant time period, Defendants failed to pay Plaintiff and Class Members
20 rest period premiums for noncompliant rest periods pursuant to Labor Code section 226.7(b) and the
21 applicable IWC Wage Order.

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

26 82. Because Plaintiff and Class Members were and/or are entitled to such rest periods or
27 "premium pay" in lieu thereof, they are entitled to such payment per shift in an amount according to
28 proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will also seek pre- and

1 post-judgment interest as provided by law at 10% per annum, in an amount according to proof.

2 83. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
3 conduct described herein, have committed an “intentional theft of wages in an amount greater than
4 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
5 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period” within
6 the meaning of California Penal Code section 487m. Specifically, Defendants have intentionally
7 deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200, gratuities, as
8 defined in Labor Code section 350, benefits, or other compensation, by unlawful means, with the
9 knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff and Class
10 Members under the law. Plaintiff and the Class Members he seeks to represent are thus entitled to
11 recover from Defendants treble damages and costs, including reasonable attorneys’ fees, pursuant to
12 California Penal Code section 496(c).

13 84. Also, pursuant to Code of Civil Procedure section 1021.5, Plaintiff will seek attorneys’
14 fees and costs from Defendants in an amount subject to proof and approved by the Court.

15 **FOURTH CAUSE OF ACTION**

16 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

17 **(AGAINST ALL DEFENDANTS)**

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

20 86. At all relevant times, Defendants had a duty to comply with Labor Code section 226.

21 87. Labor Code section 226(a) requires that, semimonthly or at the time of each payment
22 of wages, employers must furnish each employee with an accurate itemized wage statement in writing
23 that accurately shows (1) gross wages earned, (2) total number of hours worked, (3) the number of any
24 piece-rate units earned and all applicable piece rates, (4) all deductions made from wages, (5) net
25 wages earned, (6) the inclusive dates of the pay period, (7) the name and last four digits or employment
26 identification number of the employee, (8) the name and address of the legal entity that is the
27 employer, and (9) all applicable hourly rates in effect and the corresponding number of hours worked
28 at each hourly rate.

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

6 89. During the relevant time period, Defendants have knowingly and intentionally failed
7 to comply with Labor Code section 226(a) on wage statements that were provided to Plaintiff and
8 Class Members. The deficiencies include, among other things, Defendants' failure to correctly state
9 the name and address of the employer, all earned wages and reimbursements due, sick pay, vacation
10 pay, meal and rest period premiums, gross and net wages earned, the total hours worked, all applicable
11 hourly rates in effect during the pay period, and the corresponding number of hours worked at each
12 hourly rate.

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

23 91. 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 92. 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 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 201,
10 202, and 203. Defendants failed to comply with these final paycheck requirements with respect to
11 Waiting Time Subclass Members.

12 95. 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 96. 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 97. 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 98. 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, and overtime compensation, premium compensation, reimbursements, vacation pay, and/or
26 sick pay either at the time of discharge or within 72 hours of leaving Defendants' employ.

27 99. As a result of Defendants' failure to timely pay all wages owed to Waiting Time
28 Subclass Members in accordance with Labor Code sections 201, 202 and 203, Waiting Time Subclass

1 Members are entitled to recover waiting time penalties, prejudgment interest, attorneys' fees, and costs
2 in amounts that will be established at trial.

3 **SIXTH CAUSE OF ACTION**

4 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

5 **(AGAINST ALL DEFENDANTS)**

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

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

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

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

24 104. During the relevant time period, Defendants required Plaintiff and Class Members to
25 use their personal cell phones and vehicles for work, and required them to separately maintain their
26 heavily soiled uniforms without proper reimbursement in violation of Labor Code sections 2800 and
27 2802.

28 105. As a result of Defendants' failure to indemnify and reimburse Plaintiff and Class

Members for all business and work-related costs, expenditures, losses and expenses in accordance with Labor Code sections 2800 and 2802, Plaintiff and Class Members are entitled to recover the full unreimbursed balance of reimbursements, expenditures and losses, prejudgment interest, and statutory penalties, along with attorneys' fees and costs in amounts that will be established at trial.

SEVENTH CAUSE OF ACTION

UNFAIR BUSINESS PRACTICES

(AGAINST ALL DEFENDANTS)

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

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

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

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

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

- (a) Failing to pay all minimum, regular, and overtime wages, and wages at the proper rate of pay for overtime, meal and rest period premiums, sick pay, and vacation pay due to Plaintiff and Class Members in violation of Labor Code sections 204, 206, 227.3, 246, 246.5, 510, 558, 1182.12, 1194, 1194.2, 1197, 1198;
- (b) Failing to provide meal periods without paying Plaintiff and Class Members premium wages for every day in which a meal period was not provided in violation of Labor Code sections 226.7 and 512;
- (c) Failing to authorize or permit 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 Waiting Time Subclass Members upon separation of employment in violation of Labor Code sections 201, 202 and 203; and

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

111. 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.

112. 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 (4) 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.

113. 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)

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

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

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

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

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

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

24 120. Pursuant to Labor Code sections 2699.3 and 2699.5, Plaintiff may seek civil penalties
25 for any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201,
26 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5,
27 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs
28 (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.

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

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

123. 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;

124. 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;

125. 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;

126. Violation of Labor Code sections 1174 and 1174.5 for failure to maintain accurate records regarding the employment of Plaintiff and other aggrieved employees as herein alleged; and

127. Violation of Labor Code section 2800 and 2802 for failure to reimburse Plaintiff and

1 other aggrieved employees for business expenses.

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

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

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

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

23 132. Labor Code section 1197.1 also provides “[a]ny employer or other person acting either
24 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to
25 any employee a wage less than the minimum fixed by an applicable state or local law, or by an order
26 of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is
27 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period
28 for which the employee is underpaid . . . (2) For each subsequent violation for the same specific

1 offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which
2 the employee is underpaid regardless of whether the initial violation is intentionally committed.

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

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

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

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

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

17 **PRAYER FOR RELIEF**

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

- 21 1. For certification of this action as a class action, including certifying the Class and
22 Subclass alleged by Plaintiff;
- 23 2. For appointment of Plaintiff Melki Ordonez as the class representative;
- 24 3. For appointment of the Law Office of Daniel J. Hyun as class counsel for all purposes;
- 25 4. For compensatory damages in an amount according to proof with interest thereon;
- 26 5. For economic and/or special damages in an amount according to proof with interest
27 thereon;
- 28 6. For damages, monetary relief, wages, premiums, reimbursements, benefits and

penalties, including interest thereon;

7. For waiting time penalties pursuant to Labor Code section 203;

8. For the amounts provided for in Labor Code section 226.7;

9. For liquidated damages pursuant to Labor Code section 1194.2;

10. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;

11. For restitution to Plaintiff and Class Members of all money and property unlawfully acquired by Defendants through unfair or unlawful business practices pursuant to Business and Professions Code sections 17200 *et seq.*;

12. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent and, therefore, constituting unfair competition under Business and Professions Code sections 17200, *et seq.*;

13. For permanent injunctive relief described in the UCL cause of action;

14. For prejudgment interest on all sums recovered pursuant to Labor Code section 218.6 and Civil Code sections 3287 and 3289, and applicable law;

15. For post judgment interest on all amounts awarded to Plaintiff and Class Members as provided by law;

16. For recovery of attorneys' fees and costs provided by Labor Code sections 218.6, 226, 1194, 2802, 2698 *et seq.*, and Code of Civil Procedure section 1021.5;

17. For PAGA penalties;

18. For treble damages;

19. For a declaratory judgment that the practices complained of herein are unlawful under California law;

20. Such other equitable relief as the Court may deem proper; and

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

Dated: November 14, 2023

LAW OFFICE OF DANIEL J. HYUN

By: 
Daniel J. Hyun
Attorneys for Plaintiff MELKI ORDONEZ

DEMAND FOR JURY TRIAL

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

Dated: November 14, 2023

LAW OFFICE OF DANIEL J. HYUN

By: 
Daniel J. Hyun
Attorneys for Plaintiff MELKI ORDONEZ