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JOHN SEGURA

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF SAN DIEGO

JOHN SEGURA, an individual, and
other similarly aggrieved employees

vs.

PERRY AUTO GROUP LLC, a
California Corporation; PERRY
FORD OF NATIONAL CITY LLC a
California Corporation; PERRY
MAZDA OF SANTA BARBARA
LLC a California Corporation;
PERRY FORD OF POWAY LLC a
California Corporation; PERRY
FALK INFINITI OF ESCONDIDO,
LLC a California Corporation;
PERRY FORD LINCOLN OF SAN
LUIS OBISPO LLC a California
Corporation; PERRY CHRYSLER
DODGE JEEP RAM OF
NATIONAL CITY LLC a California
Corporation; HYSEN-JOHNSON
FORD, INC a California
Corporation.; FALK &
BLACKSBERG, INC. a California
Corporation; PERRY
MOTORS/PROPERTIES OF
NATIONAL CITY LLC a California
Corporation; and DOES 1 – 50,
inclusive,

Defendants.

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

01/23/2024 at 04:58:59 PM

Clerk of the Superior Court
By Christelle Tachon, Deputy Clerk

Case No.: 37-2024-00002917-CU-OE-CTL

**PLAINTIFF AND OTHER AGGRIEVED
EMPLOYEES'S COMPLAINT FOR:**

1. Misclassification; Violation of Labor Code of Labor Code § 515
2. Failure to pay overtime; Violation of California Labor Code §§ 218.5, 510, and 1198;
3. Failure to pay minimum wage; Violation of California Labor Code §§ 218.5, 1181.12, 1194, 1194.2, and 1197;
4. Failure to pay final paycheck on time under Labor Code §§ 201, 203 218.5, and 1194;
5. Failure to provide accurate, itemized wage statements in Violation of California Labor Code § 226; Wage Order No. 9-2001 § 7 and Cal. Code Regs. tit. 8, § 11040;
6. Failure to Maintain Records in violation of California Labor Code §§ 1174, 1174.5
7. Failure to provide Meal Periods in violation of California Labor Code § 226.7, § 512(a)
8. Failure to provide Rest Breaks in violation of California Labor Code § 226.7, § 512(a)
9. Failure to pay reporting time pay in violation of Wage Order No. 9-2001 § 5 and Cal. Code Regs. tit. 8, § 11040.
10. Discrimination (Gov't. Code § 12940(a))
11. Harassment (Gov't. Code § 12940(j))
12. Failure to prevent discrimination, harassment (Gov't. Code § 12940(k));
13. Unfair Competition. Violation of Business and Professions Code §§17200, et seq.
14. Civil penalties pursuant to the Private Attorneys General Act in violation of Labor Code §§ 2698 et seq.

Amount demanded exceeds \$25,000.

JURY TRIAL DEMANDED

1
2 **I. INTRODUCTION**

3 1. This action is brought by Plaintiff and other aggrieved employees JOHN SEGURA AND
4 OTHER SIMILARLY AGGRIEVED EMPLOYEES (also referred to as “Plaintiff and other
5 aggrieved employees”) against Defendants PERRY AUTO GROUP LLC, a California
6 Corporation; PERRY FORD OF NATIONAL CITY LLC a California Corporation; PERRY
7 MAZDA OF SANTA BARBARA LLC a California Corporation; PERRY FORD OF POWAY
8 LLC a California Corporation; PERRY FALK INFINITI OF ESCONDIDO, LLC a California
9 Corporation; PERRY FORD LINCOLN OF SAN LUIS OBISPO LLC a California Corporation;
10 PERRY CHRYSLER DODGE JEEP RAM OF NATIONAL CITY LLC a California
11 Corporation; HYSEN-JOHNSON FORD, INC a California Corporation.; FALK &
12 BLACKSBERG, INC. a California Corporation; PERRY MOTORS/PROPERTIES OF
13 NATIONAL CITY LLC a California Corporation; AND DOES 1 – 50, INCLUSIVE (also
14 referred to as “Defendants”). Plaintiff and other aggrieved employees seek attorney’s fees and
15 costs of suit. Plaintiff and other aggrieved employees are informed and believe and, on that
16 basis, alleges as follows:
17

18 **II. GENERAL ALLEGATIONS**

19 2. The grounds of this action are multiple illegal employment practices giving rise to,
20 among other things, the following:

21 a. Causes of action for multiple violations of various wage/hour and related laws which
22 deprived Plaintiff and other aggrieved employees of employment benefits and rights
23 mandated under California law.

24 3. This court is the proper court, and this action is properly filed in San Diego County and
25 in this judicial district because Defendants do business in San Diego County and have their
26 business located in San Diego County and Plaintiff and other aggrieved employees primary
27 working location is located in San Diego County.

28 4. Plaintiff and other aggrieved employees were former hourly non-exempt employees

1 for Defendants.

2 5. Plaintiff and other aggrieved employees brings this action against the following
3 Individual Defendants and Entity Defendants, alter egos, agents, and other persons/entities
4 engaged with Individual Defendants and Entity Defendants in a joint enterprise: Defendants
5 PERRY AUTO GROUP LLC, a California Corporation; PERRY FORD OF NATIONAL CITY
6 LLC a California Corporation; PERRY MAZDA OF SANTA BARBARA LLC a California
7 Corporation; PERRY FORD OF POWAY LLC a California Corporation; PERRY FALK
8 INFINITI OF ESCONDIDO, LLC a California Corporation; PERRY FORD LINCOLN OF
9 SAN LUIS OBISPO LLC a California Corporation; PERRY CHRYSLER DODGE JEEP RAM
10 OF NATIONAL CITY LLC a California Corporation; HYSEN-JOHNSON FORD, INC a
11 California Corporation.; FALK & BLACKSBERG, INC. a California Corporation; PERRY
12 MOTORS/PROPERTIES OF NATIONAL CITY LLC a California Corporation; DOES 1
13 through 50, inclusive were the employers/joint employers of Plaintiff and other aggrieved
14 employees in the State of California.

15 6. Plaintiff is informed and believes, and thereon alleges, Individual Defendants and
16 Entity Defendants and DOES 1 - 50 were also engaged in a single enterprise in which each said
17 Defendant contributed skill, effort, knowledge, and/or money to achieve a common purpose of
18 maximizing the profits of the single enterprise. That DOES 1 - 50 are the partners owners,
19 shareholders, managers, joint employers, or alter egos of Defendant Employers and were acting
20 on behalf of defendant employers at all relevant times alleged here in.

21
22 **III. FACTS**

23 7. Plaintiff worked for Defendants as a car salesman from June 24, 2022 until January 27,
24 2023.

25 8. Defendant failed to pay Plaintiff and other aggrieved employees wages when they were
26 due. Plaintiff and other aggrieved employees were not paid for all hours worked during the first
27 pay period of every bimonthly pay period.

28 9. On multiple occasions, Plaintiff and other aggrieved employees were required to report

1 for work and did report but was not put to work for at least half of the usual or scheduled shift.
2 Plaintiff and other aggrieved employees were entitled to pay for half of the usual or scheduled
3 shift on each of these instances, but Defendants failed to compensate Plaintiff and other
4 aggrieved employees for reporting time pay. These dates include but are not limited to the
5 following: December 27, 2021; January 3 2022; January 5 2022; January 13 2022; January 19
6 2022; March 13 2022; July 8 2022; September 28 2022; and October 5 2022. For everyday
7 Plaintiff and other aggrieved employees was required to report for work and did report Defendant
8 owes reporting time pay of half the scheduled shift up to four hours pay.

9 10. Defendants provided inaccurate wage statements for reasons including but not limited to
10 the following list: Defendant failed to include the total hours worked by Plaintiff and other
11 aggrieved employees, all applicable hourly rates, the corresponding number of hours worked at
12 each rate by Plaintiff and other aggrieved employees, and premiums for missed meal and rest
13 periods in Plaintiff and other aggrieved employees' itemized written statements. Defendants
14 rounded down Plaintiff and other aggrieved employees' hourly time sheets such that the time
15 sheets did not account for time spent after shift including but not limited to rounding such as on
16 December 31, 2022 where Plaintiff and other aggrieved employees was paid 78.37 regular hours
17 but worked 81.7 hours.

18 11. Defendants failed to pay overtime for reasons including but not limited to the following
19 list: Plaintiff and other aggrieved employees were not paid for (1) working more than 40 hours
20 in a workweek, (2) working seven consecutive workdays in a workweek, and (3) working over
21 eight hours in a workday. For example, on December 30, 2022, Plaintiff and other aggrieved
22 employees are logged as working from 9:06 am to 8:56pm pm for a duration of 10.53 hours but
23 did not receive overtime pay. Also, from September 5, 2022 to September 11, 2022, Plaintiff and
24 other aggrieved employees worked seven consecutive workdays in a workweek and was entitled
25 to overtime for hours worked in the seventh workday of that workweek; however, Plaintiff and
26 other aggrieved employees was not compensated for overtime hours worked as required by
27 California law.

28 12. Defendant denied proper meal breaks for reasons including but not limited to the

1 following list: Plaintiff and other aggrieved employees were not allowed to take an uninterrupted,
2 unrestricted meal break of at least 30 minutes before the end of the fifth hour of work, was called
3 back from break via a loudspeaker, was assigned more work than could reasonably be completed
4 in a given shift to require work during breaks, was never given a second meal break despite
5 requesting one and working more than ten hours in a shift.

6 13. Defendant required Plaintiff and other aggrieved employees to work through rest periods,
7 not providing the opportunity for a rest period of at least ten minutes as required by law.

8 14. Defendant would call Plaintiff and other aggrieved employees back to work interrupting
9 breaks.

10 15. Defendant failed to Pay Sick Leave for reasons including but not limited to the following
11 list: Defendant did not pay for sick time when sick time was requested. During the entirety of
12 Plaintiff and other aggrieved employees' employment Plaintiff and other aggrieved employees
13 received 0 hours of sick time.

14 16. Defendant failed to pay Plaintiff for November 14, 2022 despite Plaintiff texting to
15 request a sick day.

16 17. Plaintiff and other aggrieved employees were required to work off the clock when
17 arriving at work as Plaintiff and other aggrieved employees were asked to assist customers
18 waiting prior to clocking in. Plaintiff and other aggrieved employees were required to work off
19 the clock after clocking out. Plaintiff and other aggrieved employees were not paid for the time
20 spent waiting to clock in at the beginning and ending of each shift.

21 18. In all time periods Plaintiff and other aggrieved employees were paid less than minimum
22 wage for an employer with over 25 employees. In all time periods for reasons including but not
23 limited to missing Plaintiff and other aggrieved employees' rest breaks, working off the clock,
24 waiting to clock in. The actual wage paid is at minimum wage while the effective wage paid is
25 below minimum wage for the hours worked by Plaintiff and other aggrieved employees.

26 19. Plaintiff and other aggrieved employees sent a records request to Defendants on August
27 22nd, 2023. Defendants did not respond until October 5, 2023 44 days later.

28 20. Plaintiff and other aggrieved employees were paid bimonthly.

1 21. Plaintiff and other aggrieved employees received a commission on the second of his
2 bimonthly paychecks.

3 22. Plaintiff and other aggrieved employees received a minimum wage and a draw on the
4 first of the bimonthly paychecks.

5 23. Addendum A to the "Vehicle Salesperson Compensation Program" state, "These
6 Commission Elements are calculated monthly, and reconciled to determine applicability of the
7 commissioned sales exemption."

8 24. Plaintiff and other aggrieved employees were misclassified as a commissioned salesmen
9 during the first two weeks of the month where he did not receive commission.

10 25. Plaintiff and other aggrieved employees have documented overtime, breaks and penalty
11 payments which are not properly paid at the regular rate as he was misclassified during the first
12 two weeks of every month.

13 26. Plaintiff and other aggrieved employees were misclassified as a commissioned salesmen
14 despite only receiving a commission every other paycheck.

15 27. Plaintiff and other aggrieved employees were discriminated against due to his national
16 origin by being called names including but not limited to: "Shorty, Bean, Beanito, Juanito
17 Mexicali, and the guy that crosses the border to make dollars instead of pesos." Plaintiff and
18 other aggrieved employees were asked repeatedly, "Why do you take the dollars to another
19 country?"

20 28. Managers would regularly remark, "Mexican employees are coming to work for pesos
21 and the other guys were making the dollars."

22 29. Plaintiff and other aggrieved employees speak fluent English but were regularly assigned
23 to speak to only customers who spoke Spanish.

24 30. Plaintiff and other aggrieved employees were denied opportunities to work with
25 Caucasian customers.

26 31. Plaintiff and other aggrieved employees experienced anxiety attacks and had to attend
27 counseling due to the racial discrimination he suffered from Defendant.

28 32. Defendant failed to Pay Sick Leave under Labor Code §§ 246, 248.5. Defendant failed

1 to pay overtime a Violation of California Labor Code §510, and 1198. Defendant failed to pay
2 minimum wage a Violation of California Labor Code §§ 1181.12, 1194, 1194.2, and 1197.
3 Defendant failed to pay the final paycheck on time under Labor Code § 201, 203 218.5, and
4 1194. Defendant failed to provide accurate, itemized wage statements in Violation of California
5 Labor Code § 226 and Wage Order No. 9-2001 § 7. Defendant failed to pay employees all hours
6 worked in Violation of California Labor Code 203 and 29 C.F.R. § 785.15, 785.16.

7 33. Defendant's conduct, as alleged herein, has caused Plaintiff and other aggrieved
8 employees damages including, but not limited to, loss of wages and compensation.

1 **FIRST CAUSE OF ACTION**

2 Misclassification

3 Violation of California Labor Code § 515;1198

4 (Against all Defendants)

5 34. Plaintiff and other aggrieved employees restates and incorporates by reference each and
6 every allegation of the foregoing paragraphs as though fully set forth herein.

7 35. Labor Code § 515(a) lays out the criteria for classifying an employee as exempt stating:
8 (a) The Industrial Welfare Commission may establish exemptions from the requirement
9 that an overtime rate of compensation be paid pursuant to Sections 510 and 511 for
10 executive, administrative, and professional employees, if the employee is primarily
11 engaged in the duties that meet the test of the exemption, customarily and regularly
12 exercises discretion and independent judgment in performing those duties, and earns a
13 monthly salary equivalent to no less than two times the state minimum wage for full-time
14 employment.

15 36. Labor Code § 2751(a) states that: Whenever an employer enters into a contract of
16 employment with an employee for services to be rendered within this state and the contemplated
17 method of payment of the employee involves commissions, the contract shall be in writing and
18 shall set forth the method by which the commissions shall be computed and paid.

19 37. Labor Code § 1198 states that: The maximum hours of work and the standard conditions
20 of labor fixed by the commission shall be the maximum hours of work and the standard
21 conditions of labor for employees. The employment of any employee for longer hours than those
22 fixed by the order or under conditions of labor prohibited by the order is unlawful.

23 38. Addendum A to the “Vehicle Salesperson Compensation Program” States: “These
24 Commission Elements are calculated monthly, reconciled to determine applicability of the
25 commissioned sales exemption for the monthly period.

26 39. The commission compensation component of the inside salesperson exemption must be
27 satisfied in each workweek and paid in each period for the exemption to apply. See *Peabody v.*
28 *Time Warner Cable, Inc.*, 59 Cal.4th 662 (2014). This is commonly referred to as the “Inside

1 Salesperson Exemption.”

2 40. Based on information and belief, commission compensation was not paid during each
3 pay period as required.

4 41. Plaintiff and other aggrieved employees did not qualify for the Inside Salesperson
5 Exemption during all pay periods for reasons including but not limited to: They were not paid
6 commission during the first bimonthly pay period.

7 42. Plaintiff and other aggrieved employees were misclassified as an exempt employee
8 improperly during the first two weeks of each month where Plaintiff and other aggrieved
9 employees were not paid a commission and did not qualify for the inside sales exemption.

10 43. Plaintiff and other aggrieved employees, individually and on behalf of others similarly
11 situated, requests payment of overtime compensation, and other compensation denied due to
12 their miscategorized exempt status according to proof, penalty wages, interest, attorneys' fees
13 and costs pursuant to Labor Code sections 203, 218.5 and 1194(a), as well as the assessment of
14 any other statutory penalties against defendants, and each of them, in a sum as provided by the
15 Labor Code and/or other statutes.

1 **SECOND CAUSE OF ACTION**

2 *Failure to pay overtime*

3 Violation of California Labor Code §§ 218.5 510 and 1198;

4 (Against all Defendants)

5 44. Plaintiff and other aggrieved employees restates and incorporates by reference each and
6 every allegation of the foregoing paragraphs as though fully set forth herein.

7 45. Labor Code §510 states: "Eight hours of labor constitutes a day's work. Any work in
8 excess of eight hours in one workday and any work in excess of 40 hours in any one work week
9 and the first eight hours worked on the seventh day of work in any one work week shall be
10 compensated at the rate of no less than one and one-half times the regular rate of pay."

11 46. Labor Code §1198 states: "It is unlawful to employ person for longer than the hours set
12 by the IWC or under conditions prohibited by the applicable IWC Wage Orders."

13 47. Labor Code § 218.5 states that: In any action brought for the nonpayment of wages,
14 fringe benefits, or health and welfare or pension fund contributions, the court shall award
15 reasonable attorney's fees and costs to the prevailing party if any party to the action requests
16 attorney's fees and costs upon the initiation of the action. Plaintiff and other aggrieved
17 employees request attorney's fees and costs under § 218.5 for this cause of action which is
18 brought for nonpayment of wages.

19 48. Defendants, and each of them willfully, knowingly, and intentionally failed to calculate
20 and compensate Defendant's non-exempt employees the overtime wages they were entitled to
21 under Labor Code Labor Code §510 and 1198, the applicable Wage Order and/or local regulation
22 for all the hours they worked for Defendants.

23 49. As applicable under California law to the allegations made in this cause of action,
24 Plaintiff and other aggrieved employees is entitled to recover the wages, damages, penalties,
25 awards, and other remedies set forth below in the Prayer for Damages, Awards and Other Relief.
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1 **THIRD CAUSE OF ACTION**

2 *Failure to pay minimum wage*

3 Violation of California Labor Code §§218.5, 1181.12, 1194, 1194.2, and 1197

4 (Against all Defendants)

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6 50. Plaintiff and other aggrieved employees restates and incorporates by reference each and
7 every allegation of the foregoing
8 paragraphs as though fully set forth herein.

9 51. California Labor Code § 1197 States: “The minimum wage for employees fixed by the
10 commission or by any applicable state or local law, is the minimum wage to be paid to
11 employees, and the payment of a lower wage than the minimum so fixed is unlawful.”

12 52. California Labor Code § 1182.12 States:

13 (1) For any employer who employs 26 or more employees, the minimum wage shall be:

14 (A) From January 1, 2017, to December 31, 2017, inclusive,- (\$10.50) per hour.

15 (B) From January 1, 2018, to December 31, 2018, inclusive,- (\$11) per hour.

16 (C) From January 1, 2019, to December 31, 2019, inclusive,- (\$12) per hour.

17 (D) From January 1, 2020, to December 31, 2020, inclusive,- (\$13) per hour.

18 (E) From January 1, 2021, to December 31, 2021, inclusive,- (\$14) per hour.

19 (F) From January 1, 2022, and until adjusted by subdivision (c) - (\$15.00) per hour.

20 53. Labor Code § 218.5 states that: In any action brought for the nonpayment of wages,
21 fringe benefits, or health and welfare or pension fund contributions, the court shall award
22 reasonable attorney's fees and costs to the prevailing party if any party to the action requests
23 attorney's fees and costs upon the initiation of the action. Plaintiff and other aggrieved
24 employees request attorney's fees and costs under § 218.5 for this cause of action which is
25 brought for nonpayment of wages.

26 54. At all times during the applicable statutes of limitations period, Defendants, and each of
27 them willfully, knowingly, and intentionally failed to calculate and compensate Defendant's
28 non-exempt employees the minimum wages they were entitled to under Labor Code § 1182.12,
the applicable Wage Order and/or local regulation for all the hours they worked for Defendants
including but not limited to as follows:

a. Said employees have not been paid at least the minimum wage as pay rates during 2022

1 were 14.25 and 14.50.

2 b. Said employees have not been paid at least the minimum wage due to working off the
3 clock before and after work which are unpaid working hours.

4 c. Said employees have not been paid at least the minimum wage owed to them due to
5 “rounding” and “adjustment” of clock-in/out times which have consistently worked to
6 Defendant’s unfair advantage.

7 d. Said employees have not been paid at least the minimum wage owed to them due to meal
8 periods, and rest periods.

9 e. The effective rate of pay after missing one 10-minute rest break over an eight hour
10 working day for an employee paid at \$15.00/Hour is \$14.69 Hourly. Plaintiff and other
11 aggrieved employees have not been paid at least minimum wage as required under Labor
12 Code 1182.12.

13 55. Pursuant to §4 of IWC Wage Order No. 9-2001, and the IWC California Minimum Wage
14 Order (MW-2014), Plaintiff and other aggrieved employees was entitled to receive not less than
15 minimum wage for all hours worked.

16 56. For all hours that Plaintiff and other aggrieved employees worked, they are entitled to
17 and seek not less than the California minimum wage and, pursuant to Labor Code §1194.2(a)
18 liquidated damages in an amount equal to the unpaid minimum wages and interest thereon.
19 Pursuant to Labor Code §1194, Plaintiff and other aggrieved employees is entitled to their
20 attorneys' fees and costs and interest according to proof.

21 57. As applicable under California law to the allegations made in this cause of action,
22 Plaintiff and other aggrieved employees is entitled to recover the wages, damages, penalties,
23 awards, and other remedies set forth below in the Prayer for Damages, Awards and Other Relief.
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1 **FOURTH CAUSE OF ACTION**

2 *Failure to pay wages owed at time of separation*

3 Violation of California Labor Code §§ 201, 203, 218.5, and 1194.

4 (Against all Defendants)

5 58. Plaintiff and other aggrieved employees restates and incorporates by reference each and
6 every allegation of the foregoing
7 paragraphs as though fully set forth herein.

8 59. Labor Code § 201 states that: “If the employee and employer relationship is separated,
9 then the wages earned and unpaid at the time of discharge are due and payable immediately.”

10 60. Defendants terminated Plaintiff and other aggrieved employees’s employment on or
11 about January 27, 2023 and were required to pay Plaintiff and other aggrieved employees all
12 wages earned and unpaid on that date. Plaintiff and other aggrieved employees’s final paycheck
13 did not include all hours earned, and it was tendered late on February 10, 2023 so it failed to
14 comply with the requirement of Labor Code § 201 that all outstanding wages be paid on the day
15 of separation. As of January 23, 2024, Defendants have not paid Plaintiff and other aggrieved
16 employees those missing wages.

17 61. Labor Code § 203 states that:
18 “If an employer willfully fails to pay, without abatement or reduction . . . any wages
19 of any employee who is discharged or who quits, the wages of the employee shall
20 continue as a penalty from the due date thereof at the same rate until paid or until
21 an action therefor is commenced; but the wages shall not continue for more than
22 30 days.”

23 62. Labor Code § 218.5 states that:
24 In any action brought for the nonpayment of wages, fringe benefits, or health and welfare
25 or pension fund contributions, the court shall award reasonable attorney's fees and costs
26 to the prevailing party if any party to the action requests attorney's fees and costs upon
27 the initiation of the action. Plaintiff and other aggrieved employees requests attorney’s
28 fees and costs under § 218.5 for this cause of action which is brought for nonpayment of
wages.

63. Accordingly, as a result of Defendants’ conduct, Plaintiff and other aggrieved employees
is entitled to waiting time penalties under Labor Code § 203, with interest thereon and reasonable
attorneys’ fees and costs pursuant to Labor Code §§ 218.5 and 1194.

64. As a direct and foreseeable result of the aforesaid acts of Defendants, Plaintiff and other

1 aggrieved employees has lost and will continue to lose income and benefits in an amount to be
2 proven at trial. Plaintiff and other aggrieved employees claims such amount as general damages
3 for mental and emotional distress, aggravation, and physical harm, in an amount to be proven at
4 trial, together with pre-judgment interest pursuant to Civil Code § 3287 and any other provision
5 of law providing for pre-judgment interest.

1 **FIFTH CAUSE OF ACTION**

2 *Failure to provide accurate itemized wage statements*

3 Violation of California Labor Code § 226(a), 226(e)

4 (Against all Defendants)

5 65. Plaintiff and other aggrieved employees restates and incorporates by reference each and
6 every allegation of the foregoing
7 paragraphs as though fully set forth herein.

8 66. Labor Code § 226(a) requires an employer to furnish its employees with an accurate
9 itemized statement in writing showing, among other things, gross wages earned, net wages
10 earned, all applicable hourly rates in effect during the pay period, and the corresponding number
11 of hours worked at each hourly rate by the employee.

12 67. Under Labor Code § 226(e), an employee suffering injury as a result of a knowing and
13 intentional failure by an employer to comply with § 226(a) is entitled to recover the greater of
14 all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 for each
15 violation in a subsequent pay period, up to a maximum amount of \$4,000.

16 68. As a direct and proximate result of Defendants' conduct, Plaintiff and other aggrieved
17 employees has been injured by,
18 among other things, not being paid all wages due, not knowing how many hours Plaintiff and
19 other aggrieved employees worked and at what rates and being required to file this action to
20 recover wages and determine the number of hours worked and wages due.

21 69. Defendants are in violation of Labor Code § 226(a) and are liable to Plaintiff and other
22 aggrieved employees for damages.

23 Plaintiff and other aggrieved employees is entitled to recover the damages or penalties provided
24 by Labor Code § 226(e), including interest thereon, and reasonable attorneys' fees and costs.

25 70. Plaintiff and other aggrieved employees is entitled to these civil penalties in an amount
26 to be proven at trial.

27 71. As a direct and foreseeable result of the aforesaid acts of Defendants, Plaintiff and other
28 aggrieved employees has lost and will continue to lose income and benefits in an amount to be

1 proven at trial. Plaintiff and other aggrieved employees claims such amount as general damages
2 for mental and emotional distress, aggravation, and physical harm, in an amount to be proven at
3 trial, together with pre-judgment interest pursuant to Civil Code § 3287 and any other provision
4 of law providing for pre-judgment interest.

1 **SIXTH CAUSE OF ACTION**

2 *Failure to comply with inspection request*

3 Violation of California Labor Code §§ 226(c)

4 (Against all Defendants)

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6 72. Labor Code Section 226(c) States that: An employer who receives a written or oral
7 request to inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current
8 or former employee shall comply with the request as soon as practicable, but no later than 21
9 calendar days from the date of the request. A violation of this subdivision is an infraction.

10 73. A request for records was sent via certified mail to all defendants and no response was
11 received within 21 calendar days of the date of the request.

12 74. Labor Code Section 226(f) States that: A failure by an employer to permit a current or
13 former employee to inspect or receive a copy of records within the time set forth in subdivision
14 (c) entitles the current or former employee or the Labor Commissioner to recover a seven-
15 hundred-fifty-dollar (\$750) penalty from the employer.

16 75. Labor Code Section 226(h) States that: An employee may also bring an action for
17 injunctive relief to ensure compliance with this section, and is entitled to an award of costs and
18 reasonable attorney's fees.

19 76. As applicable under California law to the allegations made in this cause of action,
20 Plaintiff and other aggrieved employees is entitled to recover the wages, damages, penalties,
21 awards, and other remedies set forth below in the Prayer for Damages, Awards and Other Relief.
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SEVENTH CAUSE OF ACTION

Failure to Maintain Records

Violation of California Labor Code §§ 1174.5

(Against all Defendants)

77. Labor Code Section 1174.5 States that: Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

78. Labor Code Section 11740 (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments.

79. Defendant failed to maintain records including but not limited to the failure to record meal periods.

80. Labor Code Section 226(h) States that: An employee may also bring an action for injunctive relief to ensure compliance with this section, and is entitled to an award of costs and reasonable attorney's fees.

81. As applicable under California law to the allegations made in this cause of action, Plaintiff and other aggrieved employees is entitled to recover the wages, damages, penalties, awards, and other remedies set forth below in the Prayer for Damages, Awards and Other Relief.

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1 **EIGHTH CAUSE OF ACTION**

2 *Failure to Provide Meal Breaks*

3 Violation of California Labor Code § 226.7

4 (Against all Defendants)

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6 82. Plaintiff and other aggrieved employees restates and incorporates by reference each and
7 every allegation of the foregoing paragraphs as though fully set forth herein.

8 83. At all relevant times, IWC Wage Order § 11 and California Labor Code §§ 226.7 and
9 512(a) were applicable to Plaintiff and other aggrieved employees's employment by Defendants.

10 84. At all relevant times, California Labor Code § 226.7 provides that no employer shall
11 require an employee to work during any meal or rest period mandated by an applicable order of
12 the California IWC.

13 85. At all relevant times, IWC Wage Order § 11 and California Labor Code § 512(a) provide
14 that an employer may not require, cause or permit an employee to work for a work period of
15 more than (5) hours per day without providing the employee with a meal period of not less than
16 thirty (30) minutes, except that if the total work period per day of the employee is no more than
17 six (6) hours, the meal period may be waived by mutual consent of both the employer and
18 employee.

19 86. At all relevant times, Wage Order § 11 and California Labor Code § 512(a) further
20 provide that an employer may not require, cause or permit an employee to work for a work
21 period of more than ten (1) hours per day without providing the employee with a second
22 uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours
23 worked is no more than twelve (12) hours, the second meal period may be waived by mutual
24 consent of the employer and the employee only if the first meal period was not waived.

25 87. The Court has interpreted § 512 to require employers to relinquish control of their
26 employees' activities during meal periods: "Employers must afford employees uninterrupted
27 half-hour periods in which they are relieved of any duty or employer control and are free to come
28 and go as they please." Brinker Restaurant Corp. v. Superior Court, (2012) 53 Cal.4th 1004,

1 1037. Defendants frequently did not allow Plaintiff and other aggrieved employees to take a
2 meal periods and denied the ability to take meal breaks on Sundays, and so are in violation of
3 the meal period requirement for every day on which Plaintiff and other aggrieved employees
4 was entitled to a meal period. Based on defendant's records this constitutes 264 meal period
5 violations.

6 88. During the relevant time period, Plaintiff and other aggrieved employees was scheduled
7 to work for a period of time no longer than six (6), and who did not waive their legally mandated
8 meal periods by mutual consent, were required to work for periods longer than five (5) hours
9 without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

10 89. During the relevant time period, Plaintiff and other aggrieved employees was scheduled
11 to work for a period of time in excess of six (6) hours was required to work for periods longer
12 than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes
13 and/or rest period.

14 90. During the relevant time period, Defendants intentionally and willfully required Plaintiff
15 and other aggrieved employees to work during meal periods and failed to compensate Plaintiff
16 and other aggrieved employees the full meal period premium for work performed during meal
17 periods.

18 91. During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved
19 employees the full meal period premium due pursuant to California Labor Code § 226.7.

20 92. As a direct result, Plaintiff and other aggrieved employees has suffered substantial
21 damages in an amount to be proven at trial and is entitled to all appropriate legal remedies
22 provided by the Labor Code and Wage Order, including unpaid wages, liquidated damages,
23 interest, attorneys' fees, and costs of suit.

24 93. Defendants' conduct violates IWC Wage Order § 11 and California Labor Code §§ 226.7
25 and 512(a).

26 94. For all the days on which Plaintiff and other aggrieved employees were denied a valid
27 meal period, they are entitled to seek and do seek from Defendants one additional hour of pay
28 at the regular rate of compensation for each workday that a meal period was not provided,

1 pursuant to Wage Order § 11 and Labor Code § 226.7(c). Further, pursuant to Labor Code §
2 1194, Plaintiff and other aggrieved employees is entitled to their attorneys' fees and costs and
3 interest according to proof.

1 **NINTH CAUSE OF ACTION**

2 *Failure to Provide Rest Periods*

3 Violation of California Labor Code § 226.7, 512(a)

4 (Against all Defendants)

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6 95. Plaintiff and other aggrieved employees restates and incorporates by reference each and
7 every allegation of the foregoing paragraphs as though fully set forth herein.

8 96. At all times herein set forth, IWC Wage Order § 12 and California's Labor Code § 226.7
9 were applicable to Plaintiff and other aggrieved employees's employment by Defendants.

10 97. At all relevant times, California Labor Code § 226.7 provides that no employer shall
11 require an employee to work during any rest period mandated by IWC Wage Order § 12.

12 98. At all relevant times, IWC Wage Order § 12 provides that "[e]very employer shall
13 authorize and permit all employees to take rest periods, which insofar as practicable shall be in
14 the middle of each work period" and that the "rest period shall be based on the total hours worked
15 daily at the rate of ten (1) minutes net rest time per four (4) hours or major fraction thereof"
16 unless the total daily work times is less than three and one-half (3 ½) hours.

17 99. In Augustus v. ABM Security Services, Inc., (2016) 2 Cal.5th 257, the California
18 Supreme Court held that "state law requires employers to provide their employees with rest
19 periods that are free from duties or employer control."

20 100. Furthermore, California Labor Code § 226.7(a) provides that employees compensated
21 on a piece-rate basis during a pay period shall be compensated for rest and recovery periods and
22 other nonproductive time separate from any piece-rate compensation.

23 101. During the relevant time period, Defendants required Plaintiff and other aggrieved
24 employees to work four (4) or more hours without authorizing or permitting a ten (10) minute
25 rest period per each four (4) hour period worked.

26 102. During the relevant time period, Defendants willfully required Plaintiff and other
27 aggrieved employees to work during rest periods and failed to pay Plaintiff and other aggrieved
28 employees the full rest period premium for work performed during rest periods.

1 103. During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved
2 employees the full rest period premium due pursuant to California Labor Code § 226.7.

3 104. As a direct result, Plaintiff and other aggrieved employees has suffered and continues to
4 suffer substantial damages in an amount to be proven at trial and are entitled to all appropriate
5 legal remedies provided by the Labor Code and the Wage Order, including unpaid wages,
6 liquidated damages, interest, attorneys' fees, and costs of suit.

7 105. Defendants' conduct violates IWC Wage Order § 12 and California Labor Code § 226.7.

8 106. Plaintiff and other aggrieved employees is entitled to seek and do seek from Defendants
9 one additional hour of pay at the regular rate of compensation for each workday that a rest period
10 was not provided, pursuant to Wage Order § 12 and Labor Code § 226.7(c). Further, pursuant to
11 Labor Code § 1194, Plaintiff and other aggrieved employees is entitled to their attorneys' fees
12 and costs and interest according to proof.

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1 employees, insulting Plaintiff and other aggrieved employees, and failure to promote plaintiff
2 and other aggrieved employees.

3 117. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
4 experienced and will continue to experience pain and suffering, mental anguish, emotional
5 distress, and loss of earnings and other employment benefits. Plaintiff is thereby entitled to
6 general and compensatory damages in amounts to be proven at the time of trial. Furthermore,
7 Plaintiff has incurred and continues to incur costs and attorneys' fees and is entitled to an award
8 of reasonable attorneys' fees and costs pursuant to Government Code § 12965(b).
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1 **TWELFTH CAUSE OF ACTION**

2 *Harassment*

3 Violation of Gov't. Code § 12940(j)

4 (Against all Defendants)

5 118. Plaintiff and other aggrieved employees re-alleges and incorporates by reference each
6 and every one of the allegations contained in the preceding and foregoing paragraphs of this
7 Complaint as if fully set forth herein.

8 119. Defendants regularly employ five (5) or more persons. Thus, Defendants are an
9 "employer" as that term is defined in Government Code § 12926(d) and subject to the Fair
10 Employment and Housing Act (hereafter "FEHA").

11 120. Plaintiff other aggrieved employees was an employee of Defendants as that term is
12 defined in Cal. Code Regs. tit. 2, § 11008(b). Thus, Plaintiff is protected by the FEHA.

13 121. At all times relevant to this Complaint, Government Code § 12940(j) was in effect and
14 applied to Defendants and states:

15 It is an unlawful employment practice, unless based upon a bona fide
16 occupational qualification, or, except where based upon applicable security
17 regulations established by the United States or the State of California: (j)(1) For
18 an employer, labor organization, employment agency, apprenticeship training
19 program or any training program leading to employment, or any other person,
20 because of race, religious creed, color, national origin, ancestry, physical
21 disability, mental disability, medical condition, genetic information, marital
22 status, sex, gender, gender identity, gender expression, age, sexual orientation,
23 reproductive health decision making, or veteran or military status, to harass an
24 employee, an applicant, an unpaid intern or volunteer, or a person providing
25 services pursuant to a contract.

26 122. Due to his Mexican Ancestry, his race, skin color, and national origin Defendant took
27 actions including but not limited to: denial of sales opportunities to Plaintiff and other aggrieved
28 employees, insulting Plaintiff and other aggrieved employees, and failure to promote plaintiff

1 and other aggrieved employees.

2 123. On a daily basis Plaintiff and other aggrieved employees would be referred to as “Bean”
3 by defendants.

4 124. On a daily basis Plaintiff and other aggrieved employees would be referred to as
5 “Juanito.” by defendants

6 125. On a weekly basis defendant would state “Why do you take dollars to another country?”

7 126. On a weekly basis defendant would state “Mexican employees are coming to work for
8 pesos and the other guys were making the dollars.”

9 127. Civil Code § 3294(b) states that punitive damages may be imposed upon an employer for
10 acts of an employee or agent if a managing agent of the corporation authorized or ratified the
11 agent's or employee's wrongful acts. Flores v. Autozone West, Inc. (2008) 161 Cal. App. 4th
12 373, 386. A “managing agent” includes corporate employees vested with substantial
13 discretionary authority over decisions that ultimately determine corporate policy regarding the
14 matter as to which punitive damages are sought; the scope of authority is a question of fact in
15 each case. White v. Ultramar, Inc., (1999) 21 Cal 4th 563, 566-567.

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17 128. As a direct and proximate result of Defendants’ unlawful conduct, Plaintiff has
18 experienced and will continue to experience pain and suffering, mental anguish, emotional
19 distress, and loss of earnings and other employment benefits. Plaintiff is thereby entitled to
20 general, punitive, and compensatory damages in amounts to be proven at the time of trial.
21 Furthermore, Plaintiff has incurred and continues to incur costs and attorneys’ fees and is entitled
22 to an award of reasonable attorneys’ fees and costs pursuant to Government Code § 12965(b).
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1 **THIRTEENTH CAUSE OF ACTION**

2 *Failure to Prevent Harassment, Discrimination*

3 Violation of Gov't. Code § 12940(k)

4 (Against all Defendants)

5 129. Plaintiff and other aggrieved employees re-alleges and incorporates by reference each
6 and every one of the allegations contained in the preceding and foregoing paragraphs of this
7 Complaint as if fully set forth herein.

8 130. Defendants regularly employ five (5) or more persons. Thus, Defendants are an
9 "employer" as that term is defined in Government Code § 12926(d) and subject to the Fair
10 Employment and Housing Act (hereafter "FEHA").

11 131. Plaintiff other aggrieved employees was an employee of Defendants as that term is
12 defined in Cal. Code Regs. tit. 2, § 11008(b). Thus, Plaintiff is protected by the FEHA.

13 132. At all times relevant to this Complaint, Government Code § 12940(j) was in effect and
14 applied to Defendants and states:

15 133.

16 It is an unlawful employment practice, unless based upon a bona fide
17 occupational qualification, or, except where based upon applicable security
18 regulations established by the United States or the State of California: (k) For an
19 employer, labor organization, employment agency, apprenticeship training
20 program, or any training program leading to employment, to fail to take all
21 reasonable steps necessary to prevent discrimination and harassment from
22 occurring.

23 134. Defendant received complaints of harassment and discrimination from Plaintiff but did
24 not correct either the harassing or discriminatory behavior.

25 135. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
26 experienced and will continue to experience pain and suffering, mental anguish, emotional
27 distress, and loss of earnings and other employment benefits. Plaintiff is thereby entitled to
28 general, punitive, and compensatory damages in amounts to be proven at the time of trial.

Furthermore, Plaintiff has incurred and continues to incur costs and attorneys' fees and is entitled to an award of reasonable attorneys' fees and costs pursuant to Government Code § 12965(b).

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1 **FOURTEENTH CAUSE OF ACTION**

2 *Unfair Competition.*

3 Violation of Business and Professions Code §§17200, et seq

4 (Against all Defendants)

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6 136. Plaintiff and other aggrieved employees re-alleges and incorporates by reference each
7 and every one of the allegations contained in the preceding and foregoing paragraphs of this
8 Complaint as if fully set forth herein.

9 137. Beginning on an exact date unknown to Plaintiff and other aggrieved employees but
10 believed to have occurred at least since four (4) years before the filing of this action, Defendants
11 have engaged in a pattern and practice of acts of unfair competition in violation of B&PC
12 §17200, including the practices alleged herein.

13 138. Defendants, and each of them, are "persons" as defined by Business and Professions Code
14 §17201.

15 139. Plaintiff and other aggrieved employees seeks to enforce important rights affecting the
16 public interest. Plaintiff and other aggrieved employees was required to work overtime and
17 double time hours without receiving the full amount of overtime and double time compensation
18 and as parties harmed by Defendants unfair business practices.

19 140. Plaintiff and other aggrieved employees suffered injuries-in-fact and have lost money as
20 a result of the Defendants' unfair competition alleged herein.

21 141. Defendants previously or continue to engage in unlawful, unfair, and/or fraudulent
22 business practices, as alleged in this Complaint, in violation of California's B&PC §17200 et seq.

23 a. Failing and refusing to pay Plaintiff and other aggrieved employees minimum wage for
24 all hours worked in violation of Labor Code §§510, 1194, &1197 and IWC Wage Order No.
25 9-2001; and

26 b. Failing and refusing to pay Plaintiff and other aggrieved employees the full amount of
27 overtime and double time compensation for all overtime and double time hours worked in
28 violation of Labor Code §§510, 1194, &1197 and IWC Wage Order No. 9-2001;

1 c. Failing and refusing to pay Plaintiff and other aggrieved employees Sick Leave under
2 Labor Code §§ 246, 248.5;

3 d. Failing and refusing to pay Plaintiff and other aggrieved employees Reporting time Pay

4 e. Failing and refusing to pay Plaintiff and other aggrieved employees Meal and Rest
5 Premiums; and

6 142. All of these allegations constitute unfair business practices and/or unlawful business
7 practices in violation of California B&PC §17200, *et seq*

8 143. Defendants have avoided payment of wages, overtime and double time wages and other
9 benefits as required by the California Labor Code, the California Code of Regulations and
10 applicable IWC Wage Orders. As a result of Defendants' unfair business practices, Defendants
11 have reaped unfair benefits and illegal profits at the expense of Plaintiff and other aggrieved
12 employees. Defendants should be made to disgorge their ill-gotten gains and to restore them to
13 Plaintiff and other aggrieved employees.

14 144. Plaintiff and other aggrieved employees seek full restitution of said monies, as necessary
15 and according to proof, to restore any and all monies withheld and/or acquired by Defendants by
16 means of the unfair, unlawful, and fraudulent business practices complained of herein. Plaintiff
17 and other aggrieved employees seeks, restitution of monies retained by Defendants. Plaintiff and
18 other aggrieved employees further seeks, on behalf of themselves, the appointment of a receiver,
19 as necessary, to establish the total restitutionary relief from Defendants. The restitution includes
20 all wages withheld by Defendants as a result of the unfair, unlawful, and/or fraudulent business
21 practices; including interest thereon. Absent a statutory provision specifically governing the type
22 of claim at issue, the prejudgment interest rate is 10 percent. The acts complained of herein
23 occurred, at least in part, within the last four (4) years preceding the filing of the Complaint.

24 145. Plaintiff and other aggrieved employees is informed and believe and thereon allege that
25 at all times herein mentioned, Defendants have engaged in unlawful, deceptive, and unfair
26 business practices prohibited by California B&PC §17200, thereby depriving their employees,
27 the minimum working condition, standards and conditions due to them under the California labor
28 laws and Industrial Welfare commission wage orders as specifically described herein.

1 146. By and through its unfair, unlawful, and/or fraudulent business practices and acts
2 described herein, Defendants have obtained valuable services from Plaintiff and other aggrieved
3 employees and all persons similarly situated, and has deprived Plaintiff and other aggrieved
4 employees and all persons similarly situated of valuable rights and benefits guaranteed by law,
5 all to their detriment.

6 147. Plaintiff and other aggrieved employees, and all persons similarly situated, and all
7 persons in interest, are entitled to and do seek such relief as may be necessary to restore to them
8 the money and property which Defendants have acquired, or of which Plaintiff and other
9 aggrieved employees have been deprived by means of the herein described unfair, unlawful,
10 and/or fraudulent business practices.

11 148. Plaintiff and other aggrieved employees, is further entitled to and does seek a declaration
12 that the above described business practices are unfair, unlawful, and/or fraudulent, and
13 declaratory relief of Defendants engaging in any of the herein described unfair, unlawful, and/or
14 fraudulent business practices.

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1 **FIFTEENTH CAUSE OF ACTION**

2 *Civil Penalties Pursuant to the Private Attorney Generals Act.*

3 Violation of Labor Code §§ 2698 et seq.

4 (Against all Defendants)

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6 149. Plaintiff and other aggrieved employees restates and incorporates each and every
7 allegation of the foregoing paragraphs as though fully set forth herein.

8 150. Pursuant to Labor Code § 2699.3, Plaintiff and other aggrieved employees provided
9 notice to the Labor and Workforce Development Agency (“LWDA”) and written notice by U.S.
10 certified mail to Defendants of the specific provisions of the Labor Code alleged to have been
11 violated and the facts and theories to support the alleged violations. These notices were sent on
12 October 5, 2023. The LWDA did not respond to the notice within sixty-five calendar days. Thus,
13 under Labor Code § 2699.3(a)(2)(C), Plaintiff and other aggrieved employees is permitted to
14 commence a civil action pursuant to Labor Code § 2699.

15 151. Defendants’ conduct as set forth herein has caused injury to Plaintiff and other aggrieved
16 employees and all those employees similarly aggrieved and has violated various provisions of
17 the Labor Code. As such, Plaintiff and other aggrieved employees brings this claim as a
18 representative action on behalf of himself and those similarly aggrieved. Under Labor Code §
19 2699(f):

20 152. “[f]or all provisions of this code except those for which a civil penalty is specifically
21 provided, there is established a civil penalty for a violation of these provisions, as follows: . . .
22 (2) If, at the time of the alleged violation, the person employs one or more employees, the civil
23 penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
24 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
25 subsequent violation.”

26 153. As alleged herein, Plaintiff and other aggrieved employees and all those similarly
27 aggrieved seek, and Defendants are liable for, penalties for the violations of Labor Code,
28 including but not limited to the following: Defendant Misclassified employees a Violation of

1 California Labor Code §515. Defendant failed to Pay Sick Leave under Labor Code §§ 246, 248.5.
2 Defendant failed to pay overtime a Violation of California Labor Code §510, and 1198.
3 Defendant failed to pay minimum wage a Violation of California Labor Code §§ 1181.12, 1194,
4 1194.2, and 1197. Defendant failed to pay the final paycheck on time under Labor Code § 201,
5 203 218.5, and 1194. Defendant failed to provide accurate, itemized wage statements in
6 Violation of California Labor Code § 226 and Wage Order No. 9-2001 § 7. Defendant failed to
7 pay employees all hours worked in Violation of California Labor Code 203 and 29 C.F.R. §
8 785.15, 785.16. Defendant failed to provide Meal Periods in violation of California Labor Code
9 § 226.7, § 512(a) Defendant failed to provide Rest Breaks in violation of California Labor Code
10 § 226.7, § 512(a). Defendant failed to pay reporting time pay in violation of Wage Order No. 9-
11 2001 § 5 and Cal. Code Regs. tit. 8, § 11040
12 154. Violation of Labor Code §§ 6310 and 6399.7 for retaliating against Plaintiff and other
13 aggrieved employees and other similarly aggrieved employees for making oral or written
14 complaints to Defendants or to governmental agencies having statutory responsibility for
15 employee safety or health;
16 155. Plaintiff and other aggrieved employees are also entitled to seek, on behalf of himself
17 and all others similarly aggrieved, all reasonable attorneys' fees and costs of suit pursuant to
18 Labor Code § 2699(g).

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff and other aggrieved employees prays for judgment against Defendants, and each of them, as follows:

1. For all unpaid wages due to Plaintiff and other aggrieved employees in amounts to be proven at trial;

2. For the full amount of unpaid minimum wages and liquidated damages due Plaintiff and other aggrieved employees pursuant to Labor Code §§ 1194 and 1194.2;

3. For the full amount of unpaid overtime and double time wages due Plaintiff and other aggrieved employees pursuant to Labor Code §1194;

4. For recovery as authorized by Labor Code §226(e);

5. For recovery as authorized by Labor Code § 1199;

6. For recovery as authorized by Wage Order No. 9-2021

7. For restitution of all unpaid wages due Plaintiff and other aggrieved employees;

8. For all applicable statutory penalties, in amounts to be proven at trial;

9. For an award of waiting time penalties pursuant to section 203 of the California Labor Code, in amounts to be proven at trial;

10. For general damages including compensatory damages according to proof;

11. For pre-judgment interest as allowed by Labor Code §§218.6 and 1194(a) as well as Cal. Civil Code §3287 and to the extent permitted by law, the California Constitution, and/or deemed equitable by the Court;

12. For all applicable interest on damages, wages, and penalties due;

13. For injunctive relief to prevent further violations of the California Labor Code;

14. For declaratory relief that Defendants engaged in unfair practices;

15. For declaratory relief that Defendants violated Labor Code §§201-203, 226, 226.7, 510, 512, 1194, and 1197;

16. For restitution of all moneys due to Plaintiff and other aggrieved employees, and disgorged profits from the unlawful and/or unfair business practices of Defendants, pursuant to California Business & Professions Code §17200;

1 17. For one (1) hour of pay at each of the employees' regular rate of compensation
2 for each workday that a legally compliant rest break was not provided;

3 18. For one (1) hour of pay at each of the employees' regular rate of compensation
4 for each workday that a legally compliant meal break was not provided

5 19. For costs of suit, expenses and attorneys' fees pursuant to Labor Code §§226(e)
6 and (h), 1194(a), Code of Civil Procedure §1021.5, et seq., and all other applicable law, and;

7 20. For damages of not less than \$40,000 plus punitive damages and attorney fees.

8 21. For declaratory relief that Defendants violated Labor Code §§201-203, 204, 226,
9 246, 510, 1102.5, 1197.

10 22. For all such other and further relief that the Court may deem just and proper
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12

13 Dated: January 23, 2024

JAFARI LAW GROUP, INC.



David V. Jafari
Saul Acherman
Eli Hamblet
Attorneys for Plaintiff John Segura and other
similarly aggrieved employees

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DEMAND FOR JURY TRIAL

Plaintiff and other aggrieved employees hereby demands trial by jury on all issues so triable in the Complaint.

Dated: January 23, 2024

JAFARI LAW GROUP, INC.



David V. Jafari
Saul Acherman
Eli Hamblet
Attorneys for Plaintiff John Segura and other
similarly aggrieved employees