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Weiss Malekasghar

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA**

WEISS MALEKASGHAR, on behalf of himself  
and in his representative capacity on behalf of  
the State of California, and fellow current and  
former aggrieved employees,

Plaintiff,

vs.

MINT MEDICAL, LLC, BRAD HUMMEL, and  
DOES 1-25

Defendants.

**Case No. 24CV058832**

**COMPLAINT FOR DAMAGES**

**DEMAND FOR JURY TRIAL**

PLAINTIFF WEISS MALEKASGHAR ("PLAINTIFF"), on behalf of himself and in his  
representative capacity on behalf of the State of California, and fellow current and former  
AGGRIEVED EMPLOYEES, defined below, against DEFENDANT MINT MEDICAL, LLC,  
DEFENDANT BRAD HUMMEL, and DOES 1-25 ("Defendant DOES") ("DEFENDANTS"),  
alleges on information and belief, except for his own acts and knowledge which are based on  
personal knowledge, the following:

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## I. INTRODUCTION

1. PLAINTIFF brings this action as an individual and as a representative action on behalf of himself and pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”) on behalf of other current and former AGGRIEVED EMPLOYEES of DEFENDANTS for engaging in a pattern and practice of wage and hour violations under the California Labor Code.

2. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS decreased their employment-related costs by systematically violating California wage and hour laws.

3. DEFENDANT’S systematic pattern of wage and hour and IWC Wage Order violations toward PLAINTIFF and other AGGRIEVED EMPLOYEES in California include, *inter alia*:

- a. Unfair business practices;
- b. Failure to pay minimum wages;
- c. Failure to provide rest periods;
- d. Failure to provide meal periods;
- e. Failure to reimburse for required business expenses;
- f. Failure to pay wages upon termination;
- g. Failure to provide accurate itemized wage statements;

4. PLAINTIFF brings the representative action against DEFENDANTS on behalf of all other AGGRIEVED EMPLOYEES of DEFENDANTS in California, seeking all civil penalties and unpaid wages permitted pursuant to California Labor Code § 2699, *et seq.*

5. PLAINTIFF reserves the right to name additional representatives throughout the State of California.

## II. PARTIES

6. PLAINTIFF Weiss Malekasghar (“PLAINTIFF”), an individual, has resided, and at all times mentioned in this Complaint, continues to reside in Alameda County.

1           7. Defendant, MINT MEDICAL, LLC, a Delaware Limited Liability Company,  
2 registered with the California Secretary of State as file No. 202356418340, that at all relevant times  
3 mentioned herein conducted and continues to conduct substantial and regular business throughout  
4 California.

5           8. Defendant Brad Hummel is, on information and belief, a California resident and does  
6 business in California. He is the CEO of Mint Medical, LLC. On information and belief, at all  
7 relevant times, Brad Hummel has been an owner, director, officer, or managing agent of Mint  
8 Medical, LLC.

9           9. Defendant DOES 1-25 ("Defendant DOES") are persons and/or entities that at all  
10 relevant times mentioned herein conducted and continue to conduct substantial and regular business  
11 throughout California.

12           10. Each of the fictitiously named DEFENDANTS participated in the acts alleged in this  
13 Complaint. The true names and capacities, whether individual, corporate, subsidiary, partnership,  
14 associate or otherwise of DEFENDANTS DOES 1 through 25, inclusive, are presently unknown to  
15 PLAINTIFF who therefore sues these DEFENDANTS by such fictitious names pursuant to Cal.  
16 Civ. Proc. Code. § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true  
17 names and capacities of DOES 1 through 25, inclusive, when they are ascertained. PLAINTIFF is  
18 informed and believes, and based upon that information and belief alleges, that the DEFENDANTS  
19 named in this Complaint, including DOES 1 through 25, inclusive (hereinafter "DEFENDANT"),  
20 are responsible in some manner for one or more of the events and happenings that proximately  
21 caused the injuries and damages hereinafter alleged.

22           11. DEFENDANTS own, operate, and/or manages non-invasive, vascular laboratory  
23 services.

24           12. DEFENDANTS employed PLAINTIFF between July 2019, and October 2023 as a  
25 Senior Vascular Technologist who reported to multiple hospitals in Alameda County.

26           13. At all times, DEFENDANTS paid PLAINTIFF on an hourly basis.

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15. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor Code § 2699(c) because he was employed by DEFENDANTS and suffered one or more of the alleged Labor Code violations committed by DEFENDANTS.

17. The Private Attorney General Act (“PAGA”) permits an aggrieved employee to enforce any provision of the California Labor Code that provides for a civil penalty. (*Lab. Code* § 2699(a).)

19. Section 1197.1 of the Labor Code provides that “[a]ny employer *or other person* acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty...” (*Lab. Code* § 1197.1(a).)

20. Interpreting Sections 558 and 1197.1 of the Labor Code, California courts have held that a corporate employer's owners, officers and directors, are subject to civil penalties for the employer's failure to pay appropriate wages to its employees, and, since liability under either 558 or 1197.1 does not depend on a finding of an alter ego, no alter ego allegations or findings are necessary. *Atempa v. Pedrazzani*, (2018) 27 Cal.App.5th 809; see generally *Ochoa-Hernandez v.*

1 *Cjaders Food, Inc.* (2009 WL 1404694); *Thurman v. Bayshore Management, Inc.* (2017) 203  
2 Cal.App.4<sup>th</sup> 1112, 1145-1146.

3 21. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS, and  
4 each of them, are subject to civil penalties for their failure to pay PLAINTIFF and other  
5 AGGRIEVED EMPLOYEES the appropriate wages as complained of herein and proximately  
6 caused the complaints, injuries, and damages alleged herein.

7 22. At all relevant times, each DEFENDANT, whether named or fictitious, was the  
8 agent, employee or other person acting on behalf of each other DEFENDANT, and, in participating  
9 in the acts alleged in this Complaint, acted within the scope of such agency or employment and  
10 ratified the acts of the other.

11 23. Each DEFENDANT, whether named or fictitious, exercised control over  
12 PLAINTIFF'S wages, working hours, and/or working conditions.

13 24. Each DEFENDANT, whether named or fictitious, acted in all respects pertinent to  
14 this action as the agent of the other DEFENDANT, carried out a joint scheme, business plan or  
15 policy, and the acts of each DEFENDANTS are legally attributable to the other DEFENDANTS.

#### 16 **IV. JURISDICTION AND VENUE**

17 25. This Court has jurisdiction over this Action pursuant to California Code of Civil  
18 Procedure, Section 410.10.

19 26. Venue is proper in this Court pursuant to California Code of Civil Procedure,  
20 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS and  
21 DEFENDANTS (i) currently maintain and at all relevant times-maintained offices and facilities in  
22 this County, and (ii) committed the wrongful conduct herein alleged in this County against  
23 PLAINTIFF.

#### 24 **V. FACTUAL ALLEGATIONS**

##### 25 **A. Rest Period Violations**

26 27. PLAINTIFF and other AGGRIEVED EMPLOYEES were required to work in excess  
27 of four (4) hours without being provided ten (10) minute rest periods as a result of the nature and  
28 constraints of their job duties, DEFENDANT'S understaffing, and DEFENDANT'S policies and

1 practices.

2 28. PLANITIFF and other AGGRIEVED EMPLOYEES, from time-to-time were  
3 required to work in excess of six (6) hours or more, without being provided a second ten (10) minute  
4 rest period for the same reasons.

5 29. PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with  
6 one-hour wages *in lieu* thereof, and as a result, PLAINTIFF and other AGGRIEVED EMPLOYEES  
7 were denied their proper rest periods by DEFENDANTS and DEFENDANT'S managers.

8 30. Specifically, to PLAINTIFF, DEFENDANTS Managers implemented policies and  
9 practices that discouraged employees from taking meal and rest periods. DEFENDANTS required  
10 and directed PLAINTIFF to either postpone or skip his rest period(s) in order to see more patients.  
11 For instance, when PLAINTIFF asked DEFENDANTS for a rest period, DEFENDANTS directed  
12 him to finish seeing patients before he could take his break, which often resulted in forfeited rest  
13 periods.

14 31. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS was  
15 required to provide rest periods to PLAINTIFF and other AGGRIEVED EMPLOYEES per every  
16 four (4) hours worked or major fraction thereof or provide the employee one (1) hour of pay at the  
17 employee's regular rate of compensation for each workday the rest period is not provided. During  
18 the entirety of PLAINTIFF'S employment and the PAGA Period, DEFENDANTS required  
19 PLAINTIFF and other AGGRIEVED EMPLOYEES to work through rest periods without paying  
20 them in accordance with Industrial Wage Orders. As a result, PLAINTIFF and other AGGRIEVED  
21 EMPLOYEES forfeited their regular wages by working without compensation at the applicable  
22 wage and rates. DEFENDANTS had, and may continue to practice, a uniform policy to not pay  
23 PLAINTIFF and other AGGRIEVED EMPLOYEES all rest premiums owed.

24 B. Meal Period Violations

25 32. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to  
26 work during the meal break during what was supposed to be PLAINTIFF'S and other AGGRIEVED  
27 EMPLOYEES' off-duty meal break due to the nature and constraints of their job duties, commentary  
28 from DEFENDANT'S managers and supervisors, DEFENDANT'S understaffing, and

1 DEFENDANT’S policies and practices.

2 33. Specifically, to PLAINTIFF, DEFENDANTS required and directed PLAINTIFF to  
3 either postpone or skip his meal period(s) as a result of DEFENDANTS scheduling patient scans in  
4 periods of 30 minutes instead of the intended hour period in order to see more patients.  
5 DEFENDANTS further emphasized the importance of seeing patients and not making them wait for  
6 long periods of time. For instance, DEFENDANTS required PLAINTIFF to return early from meal  
7 periods in order to see patients. DEFENDANTS required PLAINTIFF to work through his meal  
8 period.

9 34. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS was  
10 required to provide meal periods of not less than thirty (30) minutes to PLAINTIFF and other  
11 AGGRIEVED EMPLOYEES for each work period of more than five (5) hours, except when that  
12 work period is not more than six (6) and validly waived or provide one (1) hour of pay at the  
13 employee’s regular rate of compensation. DEFENDANTS required PLAINTIFF and other  
14 AGGRIEVED EMPLOYEES to work during the meal break during what was supposed to be off-  
15 duty meal break. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited their  
16 meal premiums without compensation at the applicable wage and rates. DEFENDANTS had, and  
17 may continue to practice, a uniform policy to not pay PLAINTIFF and other AGGRIEVED  
18 EMPLOYEES meal periods.

19 35. As a result of work requirements and DEFENDANT’S inadequate staffing practices,  
20 PLAINTIFF and other AGGRIEVED EMPLOYEES were unable to take thirty (30) minute off-duty  
21 meal breaks and were not fully relieved of duty for their meal period. PLAINTIFF and other  
22 AGGRIEVED EMPLOYEES were required to perform work as ordered by DEFENDANTS. The  
23 nature of the work performed by PLAINTIFF and other AGGRIEVED EMPLOYEES does not  
24 qualify for limited and narrowly construed “on-duty” meal period exception. PLAINTIFF and other  
25 AGGRIEVED EMPLOYEES therefore forfeited meal breaks without additional compensation and  
26 in accordance with DEFENDANT’S policies and practices.

27 C. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations

28 36. During PLAINTIFF’S employment and the PAGA Period, DEFENDANTS failed to

1 accurately pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all hours worked.

2 37. DEFENDANT required PLAINTIFF and AGGRIEVED EMPLOYEES to perform  
3 off-the-clock work. DEFENDANTS failed to pay PLAINTIFF and other AGGRIEVED  
4 EMPLOYEES necessary wages for attending and performing work at DEFENDANT'S direction,  
5 request and benefit, while off-the clock. Throughout PLAINTIFF'S and other AGGRIEVED  
6 EMPLOYEES employment, these hours were not accurately recorded during the relevant pay  
7 period.

8 38. DEFENDANT directed and directly benefited from the uncompensated off-the-clock  
9 work performed by PLAINTIFF and other AGGRIEVED EMPLOYEES.

10 39. DEFENDANT controlled the work schedules, duties, protocols, applications,  
11 assignments, and employment conditions of PLAINTIFF and other AGGRIEVED EMPLOYEES.

12 40. DEFENDANT was able to track the amount of time PLAINTIFF and other  
13 AGGRIEVED EMPLOYEES spent working; however, DEFENDANTS failed to document, track,  
14 or pay PLAINTIFF and other AGGRIEVED EMPLOYEES all wages earned and owed for all the  
15 work they performed, including during off-the-clock work.

16 41. PLAINTIFF and other AGGRIEVED EMPLOYEES were non-exempt employees,  
17 subject to the requirements of the California Labor Code.

18 42. DEFENDANT'S policies and practices deprived PLAINTIFF and other  
19 AGGRIEVED EMPLOYEES of all regular wages and from time to time, overtime wages owed for  
20 the off-the-clock work activities.

21 43. DEFENDANT knew or should have known that PLAINTIFF and other  
22 AGGRIEVED EMPLOYEES' off-the-clock work was compensable under the law.

23 44. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited wages due  
24 them for all hours worked at DEFENDANT'S direction, control and benefit for the time spent while  
25 off-the-clock. DEFENDANTS have a uniform policy and practice to not pay PLAINTIFF and other  
26 AGGRIEVED EMPLOYEES wages for all hours worked in accordance with applicable law. As a  
27 result of the hours worked by PLAINTIFF and other AGGRIEVED EMPLOYEES, DEFENDANTS  
28 deprived employees of regular and overtime wages owed for work performed off-the-clock.

1           45. Moreover, as a result, DEFENDANTS provided PLAINTIFF and other  
2 AGGRIEVED EMPLOYEES with a paystub that failed to comply with Cal. Lab. Code § 226 and  
3 did not maintain accurate payroll and timekeeping records.

4           D. Timekeeping Manipulation

5           46. During PLAINTIFF's employment and during the PAGA Period, DEFENDANTS,  
6 did not have an immutable timekeeping system to accurately record and pay PLAINTIFF and other  
7 AGGRIEVED EMPLOYEES for the actual time PLAINTIFF and other AGGRIEVED worked each  
8 day, including regular time, meal and rest breaks. As a result, DEFENDANTS were able to and did  
9 in fact, unlawfully and unilaterally alter the time recorded in DEFENDANTS' timekeeping system  
10 for PLAINTIFF and other AGGRIEVED EMPLOYEES to avoid paying these employees for all  
11 hours worked, overtime wages, and applicable meal premiums and rest premiums.

12           47. DEFENDANT manipulated PLAINTIFF and other AGGRIEVED EMPLOYEES'  
13 timecards to show less time worked to shorten the amount of time worked by employees.

14           48. For instance, and specifically to PLAINTIFF, PLAINTIFF regularly complained to  
15 DEFENDANTS managers about time not being accurately recorded on weekends when he was  
16 required by DEFENDANTS to work irregular hours. PLAINTIFF noticed his paystubs did not  
17 accurately record the true hours worked and often omitted weekend-work hours during the relevant  
18 pay period.

19           49. As a result of DEFENDANT'S practices, PLAINTIFF and other AGGRIEVED  
20 EMPLOYEES, from time-to-time, forfeited time worked by working without their time being  
21 accurately recorded and without compensation at the applicable pay rates.

22           50. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited wages due  
23 them for all hours worked at DEFENDANT'S direction, control and benefit. DEFENDANT'S  
24 uniform policy and practice to not pay PLAINTIFF and other AGGRIEVED EMPLOYEES wages  
25 for all hours worked in accordance with applicable law is evidenced by DEFENDANT'S business  
26 records and employee testimony.

27           E. Unreimbursed Business Expenses

1           51.     DEFENDANTS failed to indemnify PLAINTIFF and other AGGRIEVED  
2 EMPLOYEES for expenses incurred in direct consequence of discharging work duties.

3           52.     DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to  
4 use personal cell phones to discharge work duties but failed to reimburse PLAINTIFF and other  
5 AGGRIEVED EMPLOYEES for use and cost of their cell phones.

6           53.     DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to  
7 use personal vehicles to discharge work duties but failed to reimburse PLAINTIFF and other  
8 AGGRIEVED EMPLOYEES for mileage or cost of gas.

9           54.     DEFENDANTS shifted costs associated with running a business onto PLAINTIFF  
10 and other AGGRIEVED EMPLOYEES.

11          55.     Specifically, to PLAINTIFF, DEFENDANTS required PLAINTIFF used his  
12 personal cell phone and personal vehicle to perform his work duties. This included driving to various  
13 hospitals to perform work and phone communications with supervisors and other employees about  
14 directions to work locations, clocking in and out of work, check-ins, instructions, job assignments,  
15 updates, and other work-related discussions. These communications were constant and took place  
16 every day. When Plaintiff requested reimbursement for such expenses, Defendants refused and told  
17 him his position did not qualify for reimbursements.

18          56.     DEFENDANTS did not provide PLAINTIFF or other AGGRIEVED EMPLOYEES  
19 with a designated work phone, nor did DEFENDANTS reimburse PLAINTIFF or other  
20 AGGRIEVED EMPLOYEES for use of personal cell phone.

21          57.     DEFENDANTS additionally failed to provide PLAINTIFF and other AGGRIEVED  
22 EMPLOYEES with a designated work vehicle, nor did DEFENDANTS reimburse PLAINTIFF or  
23 other AGGRIEVED EMPLOYEES for use of his personal vehicle to perform work duties.

24           F. Violations for Untimely Payment of Wages

25          58.     Pursuant to California Labor Code section 204, PLAINTIFF and other  
26 AGGRIEVED EMPLOYEES are entitled to timely payment of wages during their employment.  
27 PLAINTIFF and other AGGRIEVED EMPLOYEES, from time to time, did not receive payment of  
28 all wages, including, but not limited to, overtime wages, minimum wages, meal period premium

1 wages, and rest period premium wages within permissible time period and on days designated in  
2 advance by the employer as regular paydays.

3 59. Accordingly, DEFENDANTS failed to timely pay PLAINTIFF and other  
4 AGGRIEVED EMPLOYEES all wages due and owe on regularly established paydays.

5 G. Inaccurate Itemized Wage Statements

6 60. California Labor Code Section 226 requires an employer to furnish its employees an  
7 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3)  
8 the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages  
9 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the  
10 employee and only the last four digits of the employee's social security number or an employee  
11 identification number other than a social security number, (8) the name and address of the legal  
12 entity that is the employer and, (9) all applicable hourly rates in effect during the pay period and the  
13 corresponding number of hours worked at each hourly rate by the employee

14 61. During PLAINTIFF'S employment and during the PAGA period, PLAINTIFF and  
15 other AGGRIEVED EMPLOYEES were not paid meal and rest period premiums and were not paid  
16 for all hours worked. DEFENDANTS failed to provide PLAINTIFF and other AGGRIEVED  
17 EMPLOYEES with complete and accurate wage statements. DEFENDANT'S paystubs failed to  
18 show, among other things, the total hours worked and all applicable hourly rates in effect during the  
19 pay period and the corresponding amount of time worked at each hourly rate, correct rates of pay  
20 for penalty payments or missed meal and rest periods.

21 62. DEFENDANT routinely failed to keep, maintain, and store accurate payroll records  
22 and provide wage statements that comply with Cal. Lab. Code § 226.

23 63. PLAINTIFF and other AGGRIEVED EMPLOYEES suffered damages as a result of  
24 DEFENDANT'S aforementioned violation because they could not promptly and easily determine  
25 from the wage statement alone the applicable hourly rate and the corresponding number of hours  
26 worked at the applicable hourly rate for this remuneration.

27 64. As a result, DEFENDANTS issued PLAINTIFF and other AGGRIEVED  
28 EMPLOYEES with wage statements that violate Cal. Lab. Code § 226. Further, DEFENDANT'S

1 violations are knowing and intentional, and were not isolated or due to an unintentional payroll error  
2 due to clerical or inadvertent mistake.

3 **VI. CAUSES OF ACTION**

4 **FIRST CAUSE OF ACTION**

5 For Unfair Competition  
(Cal. Bus. & Prof. Code §§ 17200 et seq.)  
(Against DEFENDANTS)

6 65. PLAINTIFF and AGGRIEVED EMPLOYEES incorporate by reference and  
7 realleges as if fully stated herein each and every allegation set forth above.

8 66. Each DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof.  
9 Code § 17021.

10 67. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines unfair  
11 competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203 authorizes  
12 injunctive, declaratory, and/or other equitable relief with respect to unfair competition as follows:

13 Any person who engages, has engaged, or proposes to engage in unfair competition  
14 may be enjoined in any court of competent jurisdiction. The court may make such  
15 orders or judgments, including the appointment of a receiver, as may be necessary to  
16 prevent the use or employment by any person of any practice which constitutes unfair  
17 competition, as defined in this chapter, or as may be necessary to restore to any  
18 person in interest any money or property, real or personal, which may have been  
19 acquired by means of such unfair competition. (Cal. Bus. & Prof. Code § 17203).

20 68. By the conduct alleged herein, DEFENDANTS has engaged and continue to engage  
21 in a business practice that violates California law, including but not limited to, the applicable Wage  
22 Order(s), the California Code of Regulations and the California Labor Code including Sections §§  
23 201, 202, 203, 204, 210, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1,  
24 1174.5, 1198, 1199 and for which this Court should issue declaratory and other equitable relief  
25 pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct  
26 held to constitute unfair competition, including restitution of wages wrongfully withheld.

27 69. By the conduct alleged herein, DEFENDANTS’ practices were unlawful and unfair  
28 in that these practices violated public policy, were immoral, unethical, oppressive unscrupulous or  
substantially injurious to employees, and were without valid justification or utility for which this

1 Court should issue equitable and injunctive relief pursuant to Section 17203 of the California  
2 Business & Professions Code, including restitution of wages wrongfully withheld.

3 70. By the conduct alleged herein, DEFENDANTS' practices were deceptive and  
4 fraudulent in that DEFENDANTS' uniform policy and practice failed to provide the legally  
5 mandated meal and rest periods and the required amount of compensation for missed meal and rest  
6 periods, and failed to pay minimum wages owed, due to a systematic business practice that cannot  
7 be justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission  
8 requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should issue  
9 injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of  
10 wages wrongfully withheld.

11 71. By the conduct alleged herein, DEFENDANTS' practices were also unlawful, unfair,  
12 and deceptive in that DEFENDANTS;' employment practices caused PLAINTIFF and other  
13 AGGRIEVED EMPLOYEES to be underpaid during their employment with DEFENDANTS.

14 72. By the conduct alleged herein, DEFENDANTS' practices were also unfair and  
15 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to provide  
16 mandatory meal and/or rest breaks to PLAINTIFF and other AGGRIEVED EMPLOYEES as  
17 required by Cal. Lab. Code §§ 226.7 and 512.

18 73. Therefore, PLAINTIFF demands on behalf of himself and on behalf of other  
19 AGGRIEVED EMPLOYEES, one (1) hour of pay for each workday in which an off-duty meal  
20 period was not timely provided for each five (5) hours of work.

21 74. PLAINTIFF further demands on behalf of himself and on behalf of other  
22 AGGRIEVED EMPLOYEES, one (1) hour of pay for each workday in which a rest period was not  
23 timely provided as required by law.

24 75. By and through the unlawful and unfair business practices described herein,  
25 DEFENDANTS have obtained valuable money and services from PLAINTIFF and other  
26 AGGRIEVED EMPLOYEES, including earned wages for all time worked, and has deprived them  
27 of valuable rights and benefits guaranteed by law and contract, all to the detriment of these  
28

1 employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS to unfairly compete  
2 against competitors who comply with the law.

3 76. All the acts described herein as violations of, among other things, the Industrial  
4 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor  
5 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and  
6 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business  
7 practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

8 77. PLAINTIFF and other AGGRIEVED EMPLOYEES are entitled to, and do, seek  
9 such relief as may be necessary to restore to them the money and property which DEFENDANTS  
10 have acquired or of which PLAINTIFF and other AGGRIEVED EMPLOYEES have been deprived,  
11 by means of the above described unlawful and unfair business practices, including earned but unpaid  
12 wages for all time worked.

13 **SECOND CAUSE OF ACTION**

14 For Failure to Pay Minimum Wages  
(Cal. Lab. Code § 1194, 1197& 1197.1)  
(Against DEFENDANTS)

15 78. PLAINTIFF and other AGGRIEVED EMPLOYEES incorporates by reference and  
16 realleges as if fully stated herein each and every allegation set forth above.

17 79. PLAINTIFF and other AGGRIEVED EMPLOYEES bring a claim for  
18 DEFENDANTS' willful and intentional violations of California Labor Code and the Industrial  
19 Welfare Commission requirements for DEFENDANTS' failure to accurately calculate and pay  
20 minimum wages to PLAINTIFF and other AGGRIEVED EMPLOYEES.

21 80. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,  
22 including minimum wage compensation and interest thereon, together with the costs of suit. Cal.  
23 Lab. § 1194.2 further establishes an employee's right to liquidated damages in an amount equal to  
24 the unpaid minimum wages according to proof at trial.

25 81. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and  
26 other AGGRIEVED EMPLOYEES without regard to the correct amount of time worked. As set  
27 forth herein, DEFENDANTS' uniform policy and practice was to unlawfully and intentionally deny  
28 payment of wages due to PLAINTIFF and other AGGRIEVED EMPLOYEES for all hours worked

1 and therefore did not receive minimum wage for all hours worked as required by Cal. Lab. Code §  
2 1197.

3 82. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,  
4 without limitation, as a result of implementing a uniform policy and practice that denied accurate  
5 compensation to PLAINTIFF and other AGGRIEVED EMPLOYEES in regard to minimum wages  
6 including by failing to compensate PLAINTIFF and other AGGRIEVED EMPLOYEES for time  
7 spent working off-the-clock for DEFENDANTS.

8 83. In committing these violations of the California Labor Code, DEFENDANTS  
9 inaccurately calculated the amount of time worked and consequently underpaid the actual time  
10 worked by PLAINTIFF and other AGGRIEVED EMPLOYEES. DEFENDANTS acted in an illegal  
11 attempt to avoid the payment of all earned wages, and other benefits in violation of the California  
12 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and  
13 regulations.

14 84. PLAINTIFF and other AGGRIEVED EMPLOYEES were paid less for time worked  
15 than they were entitled to, constituting a failure to pay minimum wages.

16 85. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,  
17 PLAINTIFF and other AGGRIEVED EMPLOYEES have suffered and will continue to suffer an  
18 economic injury including the use and enjoyment of wages and lost interest on such wages all to  
19 their damage in amounts in amounts which are presently unknown to them, and which will be  
20 ascertained according to proof at trial.

21 86. DEFENDANTS knew or should have known that PLAINTIFF and other  
22 AGGRIEVED EMPLOYEES were under-compensated for their time worked. DEFENDANTS  
23 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay  
24 employees for their labor as a matter of uniform corporate policy, practice and procedure, and  
25 DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF and other  
26 AGGRIEVED EMPLOYEES the correct wages for their time worked.

27 87. In performing the acts and practices herein alleged in violation of California labor  
28 laws, and refusing to compensate PLAINTIFF and other AGGRIEVED EMPLOYEES for all time

1 worked and provide them with the requisite compensation, DEFENDANTS acted and continue to  
2 act intentionally, oppressively, and maliciously toward PLAINTIFF and other AGGRIEVED  
3 EMPLOYEES with a conscious disregard for their legal rights, or the consequences to them, and  
4 with the intent of depriving them of their property and legal rights, and otherwise causing them  
5 injury in order to increase company profits at the expense of this employees.

6 88. PLAINTIFF and other AGGRIEVED EMPLOYEES therefore, request recovery of  
7 all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any  
8 statutory penalties against DEFENDANTS, in a sum as provided by the California Labor Code  
9 and/or other applicable statutes.

10 89. Additionally, PLAINTIFF's employment with DEFENDANTS terminated and as of  
11 the date of this filing, and PLAINTIFF has yet to receive his final paycheck. Accordingly, Plaintiff  
12 is entitled to waiting time penalties under section 203.

13 90. To the extent minimum wage compensation is determined to be owed to PLAINTIFF  
14 and other AGGRIEVED EMPLOYEES, whose employment has terminated, DEFENDANTS'  
15 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also entitled  
16 to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf  
17 of the PLAINTIFF and other AGGRIEVED EMPLOYEES. DEFENDANTS' conduct as alleged  
18 herein was willful, intentional, and not in good faith. Further, PLAINTIFF and other AGGRIEVED  
19 EMPLOYEES are entitled to seek and recover statutory costs.

20 **THIRD CAUSE OF ACTION**

21 For Failure to Pay Overtime Wages  
(Cal. Lab. Code §§ 510, 1194, & 1198)  
(Against All DEFENDANT)

22 91. PLAINTIFF and other AGGRIEVED EMPLOYEES incorporates by reference and  
23 realleges as if fully stated herein each and every allegation set forth above.

24 92. PLAINTIFF and the other AGGRIEVED EMPLOYEES bring a claim for  
25 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial  
26 Welfare Commission requirements for DEFENDANTS' failure to pay these employees for all  
27 overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or  
28 twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

1           93. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public  
2 policy, an employer must timely pay its employees for all hours worked.

3           94. Cal. Lab. Code § 510 provides that employees in California shall not be employed  
4 more than eight (8) hours per workday and/or more than forty (40) hours per workweek unless they  
5 receive additional compensation beyond their regular wages in amounts specified by law.

6           95. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,  
7 including minimum and overtime compensation and interest thereon, together with the costs of suit.  
8 Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours than those  
9 fixed by the Industrial Welfare Commission is unlawful.

10          96. During the PAGA Period and Plaintiff's employment, PLAINTIFF and other  
11 AGGRIEVED EMPLOYEES were required by DEFENDANTS to work for DEFENDANTS and  
12 were not paid for all the time they worked, including overtime work.

13          97. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,  
14 without limitation, applicable to other AGGRIEVED EMPLOYEES as a whole, as a result of  
15 implementing a uniform policy and practice that failed to accurately record overtime worked by  
16 PLAINTIFF and other AGGRIEVED EMPLOYEES and denied accurate compensation to  
17 PLAINTIFF and the AGGRIEVED EMPLOYEES for overtime worked, including, the overtime  
18 work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday,  
19 and/or forty (40) hours in any workweek.

20          98. In committing these violations of the California Labor Code, DEFENDANT  
21 inaccurately recorded overtime worked and consequently underpaid the overtime worked by  
22 PLAINTIFF and other AGGRIEVED EMPLOYEES. DEFENDANT acted in an illegal attempt to  
23 avoid the payment of all earned wages, and other benefits in violation of the California Labor Code,  
24 the Industrial Welfare Commission requirements and other applicable laws and regulations.

25          99. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,  
26 PLAINTIFF and the other AGGRIEVED EMPLOYEES did not receive the correct overtime  
27 compensation for their time worked for DEFENDANT.

28          100. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from

1 the overtime requirements of the law. None of these exemptions are applicable to PLAINTIFF and  
2 the other AGGRIEVED EMPLOYEES. Further, PLAINTIFF and the other AGGRIEVED  
3 EMPLOYEES are not subject to a valid collective bargaining agreement that would preclude the  
4 causes of action contained herein this Complaint. Rather, PLAINTIFF bring this Action on behalf  
5 of himself, and other AGGRIEVED EMPLOYEES, based on DEFENDANT's violations of non-  
6 negotiable, non-waivable rights provided by the State of California.

7 101. DEFENDANT failed to accurately pay PLAINTIFF and the other AGGRIEVED  
8 EMPLOYEES overtime wages for the time they worked which was in excess of the maximum hours  
9 permissible by law as required by Cal. Lab. Code §§ 510, 1194, & 1198, even though PLAINTIFF  
10 and the other AGGRIEVED EMPLOYEES were regularly required to work, and did in fact work  
11 overtime, and did in fact work overtime as to which DEFENDANT failed to accurately record and  
12 pay as evidenced by DEFENDANT's business records and witnessed by employees.

13 102. PLAINTIFF and the other AGGRIEVED EMPLOYEES have suffered and will  
14 continue to suffer an economic injury in amounts which are presently unknown to them, and which  
15 will be ascertained according to proof at trial.

16 103. DEFENDANTS knew or should have known that PLAINTIFF and the other  
17 AGGRIEVED EMPLOYEES were undercompensated for their time worked. DEFENDANTS  
18 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay them  
19 for their labor as a matter of uniform company policy, practice and procedure, and DEFENDANTS  
20 perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other AGGRIEVED  
21 EMPLOYEES the correct overtime wages for their overtime worked. DEFENDANTS acted and  
22 continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and the other  
23 AGGRIEVED EMPLOYEES with a conscious of and utter disregard for their legal rights, or the  
24 consequences to them, and with the despicable intent of depriving them of their property and legal  
25 rights, and otherwise causing them injury in order to increase company profits at the expense of  
26 these employees.

27 104. Therefore, PLAINTIFF and the other AGGRIEVED EMPLOYEES request recovery  
28 of overtime wages, according to proof, interest, statutory costs, as well as the assessment of any

1 statutory penalties against DEFENDANTS, in a sum as provided by the California Labor Code  
2 and/or other applicable statutes. To the extent overtime compensation is determined to be owed to  
3 Plaintiff and other AGGRIEVED EMPLOYEES who have terminated their employment,  
4 DEFENDANT'S conduct also violates Labor Code §§ 201 and/or 202, and therefore these  
5 individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties  
6 are sought herein. DEFENDANTS' conduct as alleged herein was willful, intentional, and not in  
7 good faith. Further, PLAINTIFF and other AGGRIEVED EMPLOYEES are entitled to seek and  
8 recover statutory costs.

9 **FOURTH CAUSE OF ACTION**

10 For Failure to Pay Wages When Due

11 (Cal. Lab. Code §§ 204 and 210)

12 (Against All DEFENDANT)

13 105. PLAINTIFF and other AGGRIEVED EMPLOYEES incorporates by reference and  
14 realleges as if fully stated herein each and every allegation set forth above.

15 106. Labor Code Section 204 provides in part provides in part that "all wages, ..., earned  
16 by any person in any employment are due and payable twice during each calendar month, on days  
17 designated in advance by the employer as the regular paydays."

18 107. Plaintiff is informed and believes, and thereon alleges that DEFENDANTS failed to  
19 pay PLAINTIFF and OTHER AGGRIEVED EMPLOYEES all earned wages, including regular  
20 and/or overtime, on regularly established paydays.

21 108. In violation of Labor Code section 204, DEFENDANTS knowingly and willfully  
22 refused to perform their obligations to compensate their employees for all wages earned.

23 109. Pursuant to Labor Code section 210, PLAINTIFF is entitled to recover a penalty of  
24 \$100.00 for the initial failure to timely pay each employee all of the wages earned, and \$200.00 for  
25 each subsequent failure to pay each employee all of the wages earned; in addition, pursuant to  
26 section 210, for each subsequent failure to pay in compliance with Labor Code section 204,  
27 PLAINTIFF is entitled to recover an additional amount equal to 25% of the unlawfully withheld  
28 wages.

110. As a direct and proximate result of DEFENDANTS' conduct in violation of Labor  
Code section 204 as alleged above, DEFENDANTS' employees have suffered, and continue to

1 suffer, losses related to the use and enjoyment of wages and lost interest on such wages all to their  
2 damage in amounts according to proof at trial.

3 **FIFTH CAUSE OF ACTION**

4 For Failure to Provide Rest Periods

(Cal. Lab. Code §§ 226.7 & 512)

(Against All DEFENDANT)

5 111. PLAINTIFF and other AGGRIEVED EMPLOYEES incorporates by reference and  
6 realleges as if fully stated herein each and every allegation set forth above.

7 112. Labor Code Sections 226.7 and 512 and the Industrial Wage Orders requires  
8 DEFENDANTS to provide employees all rest periods specified in the applicable Wage Order. These  
9 laws and regulations further entitle employees to be paid one additional hour of pay at their regular  
10 rate of compensation for each day of denied rest period.

11 113. PLAINTIFF and other AGGRIEVED EMPLOYEES were required to work in excess  
12 of four (4) hours without being provided ten (10) minute rest periods. Further and for the same  
13 reasons PLAINTIFF and other AGGRIEVED EMPLOYEES were denied their first rest periods of  
14 at least ten (10) minutes for some shifts worked of at least three and one half (3.5) to five (5) hours,  
15 PLAINTIFF and other AGGRIEVED EMPLOYEES were denied a first and second rest period of  
16 at least ten (10) minutes for shifts worked of between six (6) and ten (10) hours. PLAINTIFF and  
17 other AGGRIEVED EMPLOYEES were also not provided with one-hour wages in lieu thereof.

18 114. As a result of the staffing practices by DEFENDANTS, PLAINTIFF and other  
19 AGGRIEVED EMPLOYEES were denied their proper rest periods by DEFENDANTS.

20 115. DEFENDANTS violated California Labor Code §§ 226.7 and the applicable IWC  
21 Wage Order by failing to compensate PLAINTIFF and other AGGRIEVED EMPLOYEES who  
22 were not provided a rest period, in accordance with the applicable Wage Order, one additional hour  
23 of compensation at each employee's regular rate of pay for each workday that rest period was not  
24 provided.

25 116. As a proximate result of the aforementioned violations, PLAINTIFF and other  
26 AGGRIEVED EMPLOYEES have been damaged in an amount according to proof at trial, and seek  
27 all wages earned and due, interest, penalties, expenses and costs of suit.

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For Failure to Provide Required Meal Periods  
(Cal. Lab. Code §§ 226.7 & 512)  
(Against All DEFENDANT)

117. PLAINTIFF and other AGGRIEVED EMPLOYEES incorporates by reference and realleges as if fully stated herein each and every allegation set forth above.

118. DEFENDANTS failed to provide all the legally required off-duty meal breaks to PLAINTIFF and other AGGRIEVED EMPLOYEES as required by the applicable Wage Order and Labor Code. The nature of the work performed by PLAINTIFF and other AGGRIEVED EMPLOYEES does not prevent these employees from being relieved of all of their duties for the legally required off-duty meal periods. As a result of Defendant's policies and practices by DEFENDANT, PLAINTIFF and other AGGRIEVED EMPLOYEES were regularly not fully relieved of duty by DEFENDANTS for their meal periods or required to postpone or forfeit meal periods.

119. DEFENDANT further violated California Labor Code §§ 226.7, 512 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and other AGGRIEVED EMPLOYEES who were not provided a meal period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that a meal period was not provided.

120. As a proximate result of the aforementioned violations, PLAINTIFF and other AGGRIEVED EMPLOYEES have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

## 21

|    |                                                                                               |
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| 22 | For Failure to Reimburse Business Expenses<br>(Cal. Lab. Code §§ 2802)<br>(Against DEFENDANT) |
|----|-----------------------------------------------------------------------------------------------|

121. PLAINTIFF and other AGGRIEVED EMPLOYEES incorporates by reference and realleges as if fully stated herein each and every allegation set forth above.

122. Pursuant to California Labor Code section 2802, DEFENDANTS are required to indemnify PLAINTIFF and other AGGRIEVED EMPLOYEES for the expenses and losses incurred during the performance of his job duties. The purpose of this statute is to prevent employers from passing their operating expenses on to their employees.

1           123. In violation of Labor Code section 2802, DEFENDANTS failed to reimburse  
2 PLAINTIFF and other AGGRIEVED EMPLOYEES for necessary business expenditures for use of  
3 his personal cell phone and use of a personal vehicle.

4           124. DEFENDANTS sought to pad their own pockets at the expense of their employees,  
5 and instead of compensating their employees for the necessary business costs, the employer passed  
6 on its costs to its employees.

7           125. DEFENDANTS intentionally failed to reimburse its employees for the actual  
8 expenses incurred and thereby increased its own profits to the detriment of its employees.

9           126. PLAINTIFF and other AGGRIEVED EMPLOYEES seeks to recover these business  
10 expenditures, plus interest thereon, reasonable attorneys' fees, and costs, and statutory penalties as  
11 provided by the Labor Code in an amount to be proven.

12           127. Interest accrues from the date the employee incurred the necessary expenditure or  
13 loss.

14                                   **EIGHTH CAUSE OF ACTION**  
15                                   **FOR FAILURE TO PAY WAGES UPON TERMINATION**  
16                                   **(Cal. Lab. Code § 201, 202, 203)**  
17                                   **(Against All DEFENDANT)**

18           128. PLAINTIFF and other AGGRIEVED EMPLOYEES incorporate by reference and  
19 reallege as if fully stated herein each and every allegation set forth above.

20           129. If an employer willfully fails to pay, without abatement or reduction, in accordance  
21 with Sections 201, . . . 202, any wages of an employee who is discharged or who quits, the wages  
22 of the employee shall continue as a penalty from the due date thereof at the same rate until paid or  
23 until an action therefor is commenced; but the wages shall not continue for more than 30 days. (Cal.  
24 Lab. Code § 203).

25           130. To date, DEFENDANT, is yet to pay PLAINTIFF and other AGGRIEVED  
26 EMPLOYEES all of the wages and all premiums due for bonuses, off-the-clock work, missed meal  
27 breaks and missed rest breaks and DEFENDANTS have failed to pay any penalty wages owed under  
28 California Labor Code section 203.

          131. Additionally, the employment of PLAINTIFF and many AGGRIEVED  
EMPLOYEES terminated, and DEFENDANTS have not tendered payment of wages to these

1 employees who were underpaid for minimum wage, and/or missed meal and rest breaks, as required  
2 by law.

3 132. Defendant knowingly and willfully violated the laws, regulations and orders  
4 governing the wages of PLAINTIFF and other AGGRIEVED EMPLOYEES as described in the  
5 causes of action above.

6 133. Therefore, as provided by Cal Lab. Code § 203, on behalf of himself and other  
7 AGGRIEVED EMPLOYEES whose employment has terminated, PLAINTIFF demands up to thirty  
8 (30) days of pay as penalty for not paying all wages due at time of termination and demand an  
9 accounting and payment of all wages due, plus interest and statutory costs as allowed by law.

10 **NINTH CAUSE OF ACTION**

11 For Failure to Provide Accurate, Itemized Wage Statements  
(Cal. Lab. Code §§ 226; 226.3)  
(Against All DEFENDANT)

12 134. PLAINTIFF and other AGGRIEVED EMPLOYEES incorporate by reference and  
13 reallege as if fully stated herein each and every allegation set forth above.

14 135. Labor Code section 226 requires defendants to provide employees an accurate  
15 itemized statement showing (1) gross wages earned, (2) total hours worked by the employee, (3) the  
16 number of piece units and rates if applicable, (4) all deductions, (5) net wages earned, (6) the  
17 inclusive date of the period for which the employee is paid, (7) the name of the employee and his or  
18 her social security number, (8) the name and address of the legal entity that is the employer, and (9)  
19 all applicable hourly rates in effect and the corresponding number of hours worked

20 136. DEFENDANT did not accurately record PLAINTIFF'S and other AGGRIEVED  
21 EMPLOYEES' wages, off-the-clock work, and missed meal and rest breaks. DEFENDANTS failed  
22 to provide an accurate wage statement in writing that properly and accurately itemizes all wages,  
23 missed meal and rest periods, and reporting time wages owed to PLAINTIFF and other  
24 AGGRIEVED EMPLOYEES and thereby also failed to set forth the correct wages earned by the  
25 employees.

26 137. DEFENDANT knowingly and intentionally failed to comply with Labor Code  
27 section 226(a) on each and every wage statement that they provided to PLAINTIFF and other  
28 AGGRIEVED EMPLOYEES.

138. By failing to keep adequate records, as required by Labor Code section 226 and 1174, DEFENDANTS injured PLAINTIFF and other AGGRIEVED EMPLOYEES making it difficult for these employees to calculate the minimum wages owed. Those injuries include unpaid wages, interest, and penalties thereon.

139. PLAINTIFF seeks to recover the statutory penalties provided by Labor Code section 226(e), 226.3, and 1174.5 for the wage statement violations and violation to maintain payroll records committed by DEFENDANTS.

### **TENTH CAUSE OF ACTION**

For Recovery of Civil Penalties Under the Labor Code Private Attorney General Act  
(Cal. Lab. Code §§ 2698 et seq.)  
(Against All DEFENDANT)

140. PLAINTIFF incorporate by reference and reallege as if fully stated herein each and every allegation set forth above.

141. As a result of the acts alleged herein, PLAINTIFF, as AGGRIEVED EMPLOYEES within the meaning of Labor Code section 2699, subdivision (c), on behalf of themselves and all other AGGRIEVED EMPLOYEES of DEFENDANT, seek the recovery of civil penalties against DEFENDANTS pursuant to California Labor Code sections 2698 et seq., for the following knowing and intentional violations of the California Labor Code:

- a. For failure to pay all minimum wages in violation of Labor Code sections 1194, 1197, and 1197.1;
- b. For failing to pay wages promptly or when due and payable, in violation of Labor Code sections 201, 202, 203, 204 and 210;
- c. For failing to maintain for and provide accurate, itemized wage statements required by Labor Code Section 226;
- d. For failing to maintain accurate payroll records as required by Labor Code section 1174;
- e. For failing to compensate employees who were not provided a rest period in violation of Labor Code Section 226.7; and
- f. For failing to compensate employees who were not provided a meal period in

violation of Labor Code Section 226.7; and

g. For failing to provide employees who worked more than eight (8) hours per workday and more than forty (40) hours per workweek additional compensation beyond their regular wages in violation of Labor Code Section 558 and 510.

h. For failing to reimburse business expenses in violation of Labor Code section 2802;

142. The above-referenced civil penalties shall include the recovery of amounts specified in the applicable sections of the Labor Code, and if not specifically provided, those under section 2699(f), and shall include those amounts sufficient to recover underpaid wages pursuant to Labor Code sections §§ 201, 202, 203, 204, 210, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1193.6, 1194, 1194.2, 1197, 1197.1, 1174.5, 1198, 1199 2802, and 2699, subdivisions (a) and (f).

143. PLAINTIFF filed this complaint after the LWDA was afforded the opportunity to consider PLAINTIFF'S notice of DEFENDANTS' Labor Code violations and of PLAINTIFF'S intent to prosecute a private enforcement action for civil penalties under PAGA. After the LWDA declined to investigate, PLAINTIFF brought this PAGA cause of action against DEFENDANT, pursuant to California Labor Code section 2699.3, subdivision (a)(2)(A).

### **DEMAND FOR RELIEF**

WHEREFORE, PLAINTIFF prays for a judgment against each DEFENDANT, jointly and severally, as follows:

1. On behalf of the PLAINTIFF:

A. An order requiring DEFENDANTS to pay all regular wages and all sums unlawfully withheld from compensation due to PLAINTIFF and other AGGRIEVED EMPLOYEES;

B. Compensatory damages, according to proof at trial, including unpaid wages, due to PLAINTIFF and other AGGRIEVED EMPLOYEES, during the applicable PAGA Period plus interest thereon at the statutory rate;

C. Restitutionary disgorgement of DEFENDANT'S ill-gotten gains into a fluid fund for restitution of the sum's incidental to DEFENDANT'S violations due to PLAINTIFF and to other AGGRIEVED EMPLOYEES.

D. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the

1 applicable IWC Wage Order;

2 E. The wages of all terminated employees from the AGGRIEVED EMPLOYEES as a  
3 penalty from the due date thereof at the same rate until paid or until an action therefore is  
4 commenced, in accordance with Cal. Lab. Code § 203;

5 F. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in  
6 which a violation occurs and one hundred dollars (\$100) per employee for each violation in a  
7 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and  
8 an award of costs for violation of Cal. Lab. Code § 226.

9 G. Punitive damages in an amount to punish DEFENDANTS to be proven at trial.

10 H. Liquidates damages pursuant to Cal. Lab. Code § 1194.2 in an amount equal to the  
11 unpaid minimum wages according to proof at trial;

12 2. On Behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES

13 i. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys  
14 General Act of 2004;

15 3. On all claims:

16 A. An award of interest, including prejudgment interest at the legal rate;

17 B. Such other and further relief as the Court deems just and equitable; and

18 C. An award of penalties, attorneys' fees and cost of suit, as allowable under the law.

19  
20 DATED: January 4, 2024

Respectfully submitted,

21 **EMRAN LAW**

22  
23 By: Harris Emran  
24 Harris Emran  
25 Attorney for PLAINTIFF and OTHER  
26 AGGRIEVED EMPLOYEES  
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**DEMAND FOR A JURY TRIAL**

PLAINTIFF demand a jury trial on issues triable to a jury.

DATED: January 4, 2024

**EMRAN LAW**

By:   
Harris Emran  
Attorney for PLAINTIFF and OTHER  
AGGRIEVED EMPLOYEES