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David W. Slayton,
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Attorneys for Plaintiff ANGEL THOMAS
RIVERA, individually and on behalf of all
others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ANGEL THOMAS RIVERA, individually and
on behalf of all others similarly situated,

Plaintiff,

vs.

CERRITOS NISSAN INFINITI, a business
entity of unknown form; CAVT, LLC DBA
CERRITOS NISSAN INFINITI, a Delaware
limited liability company; CERRITOS
INFINITI, INC. DBA CERRITOS NISSAN
INFINITI, a California corporation; and DOES
1 through 50, inclusive,

Defendants.

CASE NO. **24STCV24185**

CLASS ACTION

COMPLAINT:

1. Failure to Provide Meal Periods
2. Failure to Authorize and Permit Rest Periods
3. Failure to Pay Minimum Wages
4. Failure to Pay Overtime Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Maintain Required Records
7. Failure to Furnish Accurate Itemized Wage Statements
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
9. Unfair and Unlawful Business Practices
10. Representative Action for Penalties under the Labor Code Private Attorneys General Act

DEMAND FOR JURY TRIAL

1 Plaintiff ANGEL THOMAS RIVERA (“PLAINTIFF”), individually and on behalf of all
2 others similarly situated, hereby alleges as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of himself and all other similarly-situated
5 current and former non-exempt employees of defendant CERRITOS NISSAN INFINITI, a
6 business entity of unknown form; CAVT, LLC DBA CERRITOS NISSAN INFINITI, a Delaware
7 limited liability company; CERRITOS INFINITI, INC. DBA CERRITOS NISSAN INFINITI, a
8 California corporation (“CERRITOS NISSAN ”) and DOES 1 through 50 inclusive (collectively,
9 “DEFENDANTS”) in the State of California during the relevant statutory period to recover,
10 among other things, unpaid compensation arising from DEFENDANTS’ failure to provide
11 employees meal and rest periods (or compensation therefor) as required under California law,
12 unpaid minimum and overtime wages, and unreimbursed business expenses. PLAINTIFF also
13 seeks penalties, interest, attorneys’ fees, costs and expenses, and equitable, restitutionary and
14 injunctive relief.

15 **JURISDICTION AND VENUE**

16 2. The Superior Court of the State of California has jurisdiction in this matter because
17 PLAINTIFF is a citizen and resident of the State of California and DEFENDANTS are citizens
18 and residents of, and/or regularly conduct business in, California. Further, no federal question is
19 at issue because the claims are based solely on California law.

20 3. Venue is proper in this judicial district and Los Angeles County because
21 DEFENDANTS maintain offices and facilities and transact business in Los Angeles County, and
22 DEFENDANTS’ illegal policies and practices which are the subject of this action were applied, at
23 least in part, to PLAINTIFF and other persons similarly situated in Los Angeles County.

24 **THE PARTIES**

25 4. PLAINTIFF is a citizen and resident of the State of California. At times material
26 to this complaint, PLAINTIFF was employed by DEFENDANTS in the State of California as a
27 non-exempt employee. PLAINTIFF worked for DEFENDANTS as a Sales Rep at
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1 DEFENDANTS' dealership in Cerritos, California from approximately September 5, 2023 to
2 September 30, 2023.

3 5. PLAINTIFF bring this action on behalf of himself and the following similarly
4 situated class of individuals ("CLASS MEMBERS"): all current and former non-exempt
5 employees of DEFENDANTS in the State of California at any time within the period
6 beginning four (4) years prior to the filing of this action and ending at the time this action
7 settles or proceeds to final judgment (the "CLASS PERIOD"). PLAINTIFF reserves the right
8 to name additional class representatives.

9 6. PLAINTIFF is informed and believes, and thereon alleges, that CERRITOS
10 NISSAN INFINITI is a business entity of unknown form. PLAINTIFF is further informed and
11 believes, and thereon alleges, that CERRITOS NISSAN INFINITI is authorized to conduct
12 business, and does conduct business, in the State of California. Specifically, CERRITOS
13 NISSAN INFINITI maintains offices and facilities, conducts business, and engages in illegal
14 policies or practices in Los Angeles County.

15 7. PLAINTIFF is informed and believes, and thereon alleges, that CAVT, LLC is,
16 and at all times relevant hereto was, a Delaware limited liability company. PLAINTIFF is further
17 informed and believes, and thereon alleges, that CAVT, LLC is authorized to conduct business,
18 and does conduct business, in the State of California. Specifically, CAVT, LLC maintains offices
19 and facilities, conducts business, and engages in illegal policies or practices in Los Angeles
20 County.

21 8. PLAINTIFF is informed and believes, and thereon alleges, that CERRITOS
22 INFINITI, INC. is, and at all times relevant hereto was, a California corporation. PLAINTIFF is
23 further informed and believes, and thereon alleges, that CERRITOS INFINITI, INC. is authorized
24 to conduct business, and does conduct business, in the State of California. Specifically,
25 CERRITOS INFINITI, INC. maintains offices and facilities, conducts business, and engages in
26 illegal policies or practices in Los Angeles County.

27 9. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
28 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE defendants under fictitious

1 names. PLAINTIFF is informed and believes, and thereon alleges, that each defendant
2 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
3 that PLAINTIFF's and CLASS MEMBERS' injuries and damages, as alleged herein, were
4 proximately caused by the conduct of such DOE defendants. PLAINTIFF will seek leave of the
5 Court to amend this Complaint to allege the true names and capacities of such DOE defendants
6 when ascertained.

7 10. At all relevant times herein, DEFENDANTS were the joint employers of
8 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon
9 alleges, that at all relevant times DEFENDANTS were the alter egos, divisions, affiliates,
10 integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-
11 conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible,
12 of each other. Each defendant was completely dominated by his, her or its co-defendant, and
13 each was the alter ego of the other.

14 11. At all relevant times, PLAINTIFF and CLASS MEMBERS were employed by
15 DEFENDANTS under employment agreements that were partly written, partly oral, and partly
16 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of
17 them, acted pursuant to, and in furtherance of, their policies and practices of not paying
18 PLAINTIFF and CLASS MEMBERS all wages earned and due, through methods and schemes
19 which include, but are not limited to, failing to provide meal periods; failing to authorize and
20 permit rest breaks; failing to pay minimum and overtime wages; failing to provide accurate
21 itemized statements; failing to maintain required records; and failing to compensate PLAINTIFF
22 and CLASS MEMBERS for necessary expenditures, in violation of the California Labor Code
23 and the applicable Industrial Welfare Commission ("IWC") Wage Order.

24 12. PLAINTIFF is informed and believes, and thereon alleges, that each and every one
25 of the acts and omissions alleged herein were performed by, and/or attributable to, all
26 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
27 of each of the other defendants, and that said acts and failures to act were within the course and
28 scope of said agency, employment and/or direction and control.

1 periods as required by California Labor Code §§ 226.7 and 512 and IWC Wage Order No. 7-2001
2 § 11.

3 17. As a result of DEFENDANTS' policies and practices as alleged herein,
4 PLAINTIFF and CLASS MEMBERS regularly have been, and continue to be, denied the
5 opportunity to take full, uninterrupted, and timely meal periods as required under California
6 Labor Code §§ 226.7 and 512 and IWC Wage Order No. 7-2001 § 11.

7 18. DEFENDANTS violated, and continue to violate, California Labor Code § 226.7
8 and IWC Wage Order No. 7-2001 § 11 by failing to compensate PLAINTIFF and CLASS
9 MEMBERS who were not provided a meal period, in accordance with the applicable Wage
10 Order, one additional hour of compensation at each employee's regular rate of compensation for
11 each work day that a meal period was not provided.

12 19. As a direct and proximate result of the aforementioned violations, PLAINTIFF and
13 CLASS MEMBERS have sustained economic damages, including but not limited to unpaid
14 wages and lost interest, in an amount according to proof at trial, and are entitled to recover
15 economic and statutory damages and penalties and other appropriate relief due to
16 DEFENDANTS' violations of the California Labor Code and IWC Wage Order No. 7-2001.

17 **SECOND CAUSE OF ACTION**

18 **Failure to Authorize and Permit Rest Periods**

19 **[Cal. Labor Code § 226.7; IWC Wage Order No. 7-2001 § 12]**

20 **(Against all DEFENDANTS)**

21 20. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
22 allegations in paragraphs 1 through 19.

23 21. During the CLASS PERIOD, DEFENDANTS had, and continue to have, a policy
24 and practice of failing to authorize and permit PLAINTIFF and CLASS MEMBERS to take rest
25 breaks as required by California Labor Code § 226.7 and IWC Wage Order No. 7-2001 § 12. As
26 a result of DEFENDANTS' policies and practices as alleged herein, PLAINTIFF and CLASS
27 MEMBERS regularly have been, and continue to be, denied the opportunity to take full,
28

uninterrupted, and timely rest periods as required under California Labor Code § 226.7 and IWC Wage Order No. 7-2001 § 12.

22. DEFENDANTS violated, and continue to violate, California Labor Code § 226.7 and IWC Wage Order No. 7-2001 § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not provided a rest period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of compensation for each work day that a rest period was not provided.

23. As a direct and proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have sustained economic damages, including but not limited to unpaid wages and lost interest, in an amount according to proof at trial, and are entitled to recover economic and statutory damages and penalties and other appropriate relief due to DEFENDANTS' violation of the California Labor Code and IWC Wage Order No. 7-2001.

THIRD CAUSE OF ACTION

Failure to Pay Minimum Wages

[Cal. Labor Code §§ 1194, 1197; IWC Wage Order No. 7-2001 § 4]

(Against all DEFENDANTS)

24. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 23.

25. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 7-2001 § 4, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

26. During the CLASS PERIOD, DEFENDANTS failed, and continue to fail, to pay PLAINTIFF and CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring, suffering, or permitting PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, suffering, or permitting PLAINTIFF and CLASS MEMBERS to work through meal breaks without compensation; illegally and inaccurately recording time worked by PLAINTIFF and CLASS MEMBERS; and other methods to be discovered.

27. DEFENDANTS' conduct described herein violates, and continues to violate, California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 7-2001 § 4. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194 and 1197.1 and other applicable provisions under the Labor Code and IWC Wage Order, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

FOURTH CAUSE OF ACTION

Failure to Pay Overtime Wages

[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 7-2001 § 3]

(Against all DEFENDANTS)

28. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 27.

29. Pursuant to California Labor Code §§ 510 and 1194 and IWC Wage Order No. 7-2001 § 3, an employer must compensate its employees for all overtime at a rate of one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work day and at a rate of twice the regular rate of pay for all hours worked in excess of twelve (12) hours in any work day and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

30. During the CLASS PERIOD, DEFENDANTS failed to compensate, and continue to fail to compensate, PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the foregoing provisions of the California Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) times or double the regular rate of pay as provided by California Labor Code §§ 510, 511 and 1194 and IWC Wage Order No. 7-2001 § 3; requiring, suffering or permitting PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, suffering or permitting PLAINTIFF and CLASS MEMBERS to work

1 through meal breaks without compensation; illegally and inaccurately recording time worked by
2 PLAINTIFF and CLASS MEMBERS; and other methods to be discovered.

3 31. In violation of California law, DEFENDANTS failed to pay PLAINTIFF and
4 CLASS MEMBERS overtime wages for all hours worked. As a direct and proximate result,
5 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, substantial losses
6 related to the use and enjoyment of such wages, lost interest on such wages, and expenses and
7 attorneys' fees in seeking to compel DEFENDANTS to fully perform their obligations under state
8 law, resulting in damages in amounts according to proof at time of trial and within the jurisdiction
9 of this Court.

10 32. DEFENDANTS' conduct described herein violated, and continues to violate,
11 California Labor Code §§ 510, 511, 1194 and 1198 and IWC Wage Order No. 7-2001 § 3.
12 Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194 and 1197.1 and other
13 applicable provisions under the California Labor Code and IWC Wage Order, PLAINTIFF and
14 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
15 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

16 **FIFTH CAUSE OF ACTION**

17 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

18 **[Cal. Labor Code §§ 201, 202, 203]**

19 **(Against all DEFENDANTS)**

20 33. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
21 allegations in paragraphs 1 through 32.

22 34. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
23 required to pay all earned and unpaid wages to an employee who is discharged.

24 35. California Labor Code § 201 mandates that if an employer discharges an
25 employee, the employee's wages accrued and unpaid at the time of discharge are due and payable
26 immediately.

27 36. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
28 required to pay all accrued wages due to an employee no later than seventy-two (72) hours after

1 the employee quits his or her employment, unless the employee provided seventy-two (72) hours
2 previous notice of his or her intention to quit, in which case the employee is entitled to his or
3 wages at the time of quitting.

4 37. California Labor Code § 203 provides that if an employer willfully fails to pay, in
5 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
6 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
7 compensation to the employee at the same rate for up to thirty (30) work days.

8 38. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
9 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with
10 California Labor Code §§ 201 and 202.

11 39. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available
12 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,
13 together with interest thereon, as well as other available remedies.

14 40. As a proximate result of DEFENDANTS' unlawful actions and omissions,
15 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount
16 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are
17 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant
18 to California Labor Code §§ 1194 and 2699.

19 **SIXTH CAUSE OF ACTION**

20 **Failure to Furnish Accurate Itemized Wage Statements**

21 **[Cal. Labor Code § 226; IWC Wage Order No. 7-2001, § 7]**

22 **(Against all DEFENDANTS)**

23 41. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
24 allegations in paragraphs 1 through 40.

25 42. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed,
26 and continue to fail, to timely provide PLAINTIFF and CLASS MEMBERS with accurate
27 itemized wage statements in writing showing each employee's gross wages earned, total hours
28 worked, all deductions made, net wages earned, and all applicable hourly rates in effect during

1 each pay period and the corresponding number of hours worked at each hourly rate, in violation
2 of California Labor Code § 226 and IWC Wage Order No. 7-2001, § 7.

3 43. During the CLASS PERIOD, PLAINTIFF and CLASS MEMBERS suffered, and
4 continue to suffer, injury as a result of DEFENDANTS' failure to provide timely and accurate
5 itemized wage statements, as PLAINTIFF and CLASS MEMBERS could not promptly and easily
6 determine from the wage statement alone one or more of the following: the gross wages earned,
7 the total hours worked, all deductions made, the net wages earned, and/or all applicable hourly
8 rates in effect during each pay period and the corresponding number of hours worked at each
9 hourly rate.

10 44. As a proximate result of DEFENDANTS' unlawful actions and omissions,
11 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial,
12 and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS
13 MEMBERS are entitled to all available statutory penalties, including but not limited to civil
14 penalties and an award of costs, expenses, and reasonable attorneys' fees, including but not limited
15 to those provided in California Labor Code § 226(e), as well as other available remedies.

16 **SEVENTH CAUSE OF ACTION**

17 **Failure to Maintain Required Records**

18 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 7-2001, § 7]**

19 **(Against all DEFENDANTS)**

20 45. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
21 allegations in paragraphs 1 through 44.

22 46. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
23 and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,
24 DEFENDANTS knowingly and intentionally failed to maintain records as required under
25 California Labor Code §§ 226 and 1174, and IWC Wage Order No. 7-2001, § 7, including but not
26 limited to the following records: total daily hours worked by each employee; applicable rates of
27 pay; all deductions; meal periods; time records showing when each employee begins and ends
28 each work period; and accurate itemized statements.

47. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and are entitled to all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available civil and statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as well as other available remedies.

EIGHTH CAUSE OF ACTION

Failure to Indemnify Employees for Necessary

Expenditures Incurred in Discharge of Duties

[Cal. Labor Code § 2802]

(Against all DEFENDANTS)

48. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 47.

49. California Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of her his or her duties, or of his or her obedience to the directions of the employer.

50. During the CLASS PERIOD, DEFENDANTS failed, and continue to fail, to indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of DEFENDANTS, including but not limited to expenses for cell phones, uniforms, and other employment-related expenses, in violation of California Labor Code § 2802.

51. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other available remedies.

1 **NINTH CAUSE OF ACTION**

2 **Unfair and Unlawful Business Practices**

3 **[Cal. Bus. & Prof. Code § 17200, et seq.]**

4 **(Against all DEFENDANTS)**

5 52. PLAINTIFF incorporate herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 51.

7 53. Each and every one of DEFENDANTS' acts and omissions in violation of the
8 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
9 not limited to DEFENDANTS' failure to provide meal periods; DEFENDANTS' failure to
10 authorize and permit rest breaks; DEFENDANTS' failure to pay minimum and overtime wages;
11 DEFENDANTS' failure to pay all wages due to discharged and employees; DEFENDANTS'
12 failure to furnish accurate itemized wage statements; DEFENDANTS' failure to maintain
13 required records; DEFENDANTS' failure to indemnify PLAINTIFF and CLASS MEMBERS for
14 necessary expenditures and/or losses incurred in the discharge of their duties, constitutes an unfair
15 and unlawful business practice under California Business and Professions Code § 17200, et seq.

16 54. DEFENDANTS' violations of California wage and hour laws constitute a business
17 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
18 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and
19 CLASS MEMBERS.

20 55. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
21 rest periods, and other benefits as required by the California Labor Code, the California Code of
22 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
23 record, report, and pay the correct sums of assessment to the state authorities under the California
24 Labor Code and other applicable regulations.

25 56. As a result of DEFENDANTS' unfair and unlawful business practices,
26 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
27 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be
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1 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS
2 MEMBERS.

3 57. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
4 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
5 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and
6 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
7 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
8 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
9 jurisdiction of this Court.

10 **TENTH CAUSE OF ACTION**

11 **Representative Action for Civil Penalties**

12 **[Cal. Labor Code §§2698–2699.5]**

13 **(Against All DEFENDANTS)**

14 58. PLAINTIFF incorporates herein by specific reference as though fully set forth the
15 allegations in all preceding paragraphs, with exception of the allegations in paragraph 14 and the
16 subparagraphs thereto.

17 59. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
18 Code § 2699(c), and is a proper representative to bring a civil action on behalf of herself and
19 other current and former employees of DEFENDANTS pursuant to the procedures specified in
20 California Labor Code § 2699.3, because PLAINTIFF was employed by DEFENDANTS and one
21 or more of the alleged violations of the California Labor Code were committed against
22 PLAINTIFF.

23 60. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
24 Labor Code §§ 2698–2699.5, PLAINTIFF seeks to recover civil penalties, including but not
25 limited to penalties under California Labor Code §§ 2699, 210, 226.3, 558, 1174.5, 1197.1, and
26 IWC Wage Order No. 9-2001, § 20, from DEFENDANTS in a representative action for the
27 violations set forth above, including but not limited to violations of California Labor Code
28 §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802. PLAINTIFF

1 also is entitled to an award of reasonable attorneys' fees and costs pursuant to California Labor
2 Code § 2699(g)(1).

3 61. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on
4 December 18, 2023, by online filing to the California Labor and Workforce Development Agency
5 ("LWDA") and by certified mail to DEFENDANTS of the specific provisions of the California
6 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories
7 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has
8 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

9 62. Therefore, PLAINTIFF has complied with all of the requirements set forth in
10 California Labor Code § 2699.3 to commence a representative action under PAGA.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, PLAINTIFF, individually and on behalf of all other persons similarly
13 situated, respectfully prays for relief against DEFENDANTS, and each of them, as follows:

- 14 1. For compensatory damages in an amount to be ascertained at trial;
- 15 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
16 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
- 17 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
18 and IWC Wage Order No. 7-2001;
- 19 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 20 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
21 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and
22 from engaging in the unlawful business practices complained of herein;
- 23 6. For waiting time penalties pursuant to California Labor Code § 203;
- 24 7. For statutory and civil penalties according to proof, including but not limited to all
25 penalties authorized by the California Labor Code §§ 226(e) and 2698-2699.5;
- 26 8. For interest on the unpaid wages pursuant to California Labor Code §§ 218.6, 1194
27 and 2802, California Civil Code §§ 3287 and 3288, and/or any other applicable provision
28 providing for pre-judgment interest;

1 9. For reasonable attorneys' fees and costs pursuant to California Labor Code
2 §§ 1194, 2699 and 2802, California Civil Code § 1021.5, and any other applicable provisions
3 providing for attorneys' fees and costs;

4 10. For declaratory relief;

5 11. For an order certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh,
6 Eighth, and Ninth Causes of Action as a class action;

7 12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's
8 counsel as class counsel; and

9 13. For such further relief that the Court may deem just and proper.

10
11 DATED: September 18, 2024

Respectfully submitted,

12 **MATERN LAW GROUP, PC**

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14 By:



15 MATTHEW J. MATERN
16 LAUNA ADOLPH
17 KAYVON SABOURIAN
Attorneys for Plaintiff ANGEL THOMAS
RIVERA, individually and on behalf of all others
similarly situated

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DEMAND FOR JURY TRIAL

PLAINTIFF, individually and on behalf of all others similarly situated, hereby demands a jury trial to all issues so triable.

DATED: September 18, 2024

Respectfully submitted,

MATERN LAW GROUP, PC

By:



MATTHEW J. MATERN
LAUNA ADOLPH
KAYVON SABOURIAN
Attorneys for Plaintiff ANGEL THOMAS
RIVERA, individually and on behalf of all others
similarly situated