

COHELAN KHOURY & SINGER

Michael D. Singer (SBN 115301)

msinger@ckslaw.com

Marta Manus (SBN 260132)

mmanus@ckslaw.com

605 C Street, Suite 200

San Diego, CA 92101

Telephone: (619) 595-3001/Facsimile: (619) 595-3000

HEKMAT LAW GROUP

Joseph M. Hekmat (SBN 265229)

jhekmat@hekmatlaw.com

2121 Avenue of the Stars., Ste. 800

Los Angeles, CA 90067

Telephone: (424) 888-0848/Facsimile: (424) 270-0242

Attorneys for Plaintiff Zachary Chicos, individually,
and on behalf of other aggrieved employees

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

ZACHARY CHICOS, individually, and on
behalf of other aggrieved employees,

Plaintiff,

v.

CREATIVE ARTISTS AGENCY, LLC, a
Delaware Limited Liability Company; and
DOES 1 Through 10, Inclusive,

Defendants.

Case No. **24STCV07582**

**COMPLAINT FOR DAMAGES AND
RESTITUTION AND REPRESENTATIVE
ACTION FOR RECOVERY OF CIVIL
PENALTIES PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT ("PAGA")**

1. Failure to Pay Minimum, Regular, and Overtime Wages
2. Failure to Provide Meal Periods
3. Failure to Provide Rest Periods
4. Failure to Timely Pay Wages Due During Employment
5. Failure to Timely Pay Wages Due Upon Separation from Employment
6. Failure to Provide Accurate Itemized Wage Statements
7. Failure to Maintain Accurate Records
8. Violation of California's Unfair Competition Law ("UCL")
9. PAGA Civil Penalties for Failure to Pay Minimum, Regular, and Overtime Wages

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

10. PAGA Civil Penalties for Failure to Provide Meal Periods
11. PAGA Civil Penalties for Failure to Provide Rest Periods
12. PAGA Civil Penalties for Failure to Timely Pay Wages Due During Employment
13. PAGA Civil Penalties for Failure to Timely Pay Wages Due Upon Separation from Employment
14. PAGA Civil Penalties for Failure to Provide Accurate Itemized Wage Statements
15. PAGA Civil Penalties for Failure to Maintain Accurate Records

DEMAND FOR JURY TRIAL

1 Plaintiff ZACHARY CHICOS (“Plaintiff”), individually and as a Representative of the
2 State of California’s Labor and Workforce Development Agency (“LWDA”) on behalf of all
3 other aggrieved employees, complains and alleges as follows:

4 I.

5 **INTRODUCTION**

6 1. Plaintiff brings this action, individually, against Defendants CREATIVE
7 ARTISTS AGENCY, LLC, a Delaware Limited Liability Company; and DOES 1-10 (collectively
8 “Defendants”). Plaintiff brings this action for: failure to pay minimum and overtime wages;
9 failure to provide duty-free, uninterrupted meal periods or premium wages in lieu thereof; failure
10 to provide duty-free, uninterrupted rest periods or premium wages in lieu thereof; failure to timely
11 pay all wages due during employment; failure to timely pay all wages due upon separation from
12 employment; failure to provide accurate itemized wage statements; failure to maintain accurate
13 records; for restitution and for unfair business practices in violation of Business and Professions
14 Code sections 17200, *et seq.*

15 2. Plaintiff also brings this Representative Action under the Private Attorneys
16 General Act of 2004 (“PAGA”), Labor Code sections 2698, *et seq.*, on behalf of himself and all
17 other aggrieved employees employed by Defendants in the State of California, for civil penalties
18 pursuant to the PAGA for Defendants’ failure to: pay minimum and overtime wages; provide
19 duty-free, uninterrupted meal periods or premium wages in lieu thereof; provide duty-free,
20 uninterrupted rest periods or premium wages in lieu thereof; timely pay all wages due during
21 employment; timely pay all wages due upon separation from employment; provide accurate
22 itemized wage statements; and maintain accurate records.

23 3. Plaintiff gave written notice of these claims to the California Labor and Workforce
24 Development Agency (“LWDA”) on January 2, 2024 pursuant to Labor Code section 2699.3, and
25 there has been no LWDA intervention within 65 days of this notice. Plaintiff seeks civil penalties
26 under the PAGA as a representative of the State of California and has standing as an aggrieved
27 employee. Plaintiff seeks to represent all Defendants’ non-exempt employees in the State of
28 California who suffered one or more of the violations alleged (“aggrieved employees”) during the

1 “PAGA Period” (one year plus 65 days prior to the date of the filing of this complaint until the
2 start of trial). Labor Code §§ 2698, *et seq.*, 2699.3(a)(2)(C).

3 **II.**

4 **JURISDICTION AND VENUE**

5 4. Venue as to each Defendant is proper in this judicial district, pursuant to Code of
6 Civil Procedure section 395. Defendants employed Plaintiff in Los Angeles County and in
7 California, and each Defendant is within the jurisdiction of this Court for service of process
8 purposes. The unlawful acts alleged herein have a direct effect on Plaintiff within the State of
9 California and within Los Angeles County. There is no federal question at issue as the issues
10 herein are based solely on California statutes and law, including the Labor Code, IWC Wage
11 Orders, Code of Civil Procedure, and Civil Code. Thus, the above entitled court maintains
12 appropriate jurisdiction to hear this matter.

13 5. Further, Business and Professions Code section 17203 provides that any person
14 who engages in unfair competition may be enjoined in any court of competent jurisdiction.
15 Business and Professions Code section 17204 provides that any person acting on his or her own
16 behalf may bring an action in a court of competent jurisdiction. Thus, the above entitled court
17 maintains appropriate jurisdiction to hear this matter. By violating the California Labor Code,
18 Plaintiff has suffered injury in fact and loss, sufficient for standing to bring claims under Business
19 & Professions Code sections 17150, *et seq.*

20 6. Based on information and belief, Plaintiff alleges that this entire action arises
21 solely under the laws of the State of California and applicable regulations of the health, safety,
22 and wages of the employee residing in the State of California.

23 **III.**

24 **PARTIES**

25 7. Plaintiff ZACHARY CHICOS is, and at all relevant times, was a resident of Los
26 Angeles County, California, and was employed by Defendants in Los Angeles County as a non-
27 exempt employee in the position of “computer support” similar job title from approximately
28 January 2023 through approximately September 2023.

9. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued as DOES 1 through 10, inclusive, are unknown to Plaintiff, who sues Defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiff is informed and believes, and alleges, each DOE Defendant is legally responsible in some manner for the unlawful acts alleged. Plaintiff will seek leave to amend this Complaint to reflect the true names and capacities of DOE Defendants when they become known.

10. Plaintiff is informed and believes and, based thereon, alleges that Defendants were at all times relevant hereto members of, and engaged in, a joint venture, partnership, association or common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership, association or common enterprise. Furthermore, Plaintiff is informed and believes and, based thereon, alleges that at all times relevant hereto Defendants conspired together in, aided and abetted, contributed to, and/or acted as agents or employees of each other with respect to, the commission of the acts complained of herein. Defendants are therefore jointly and severally liable for the injuries complained of herein.

GENERAL ALLEGATIONS

11. At all relevant times, Plaintiff was employed by Defendants and each of them, including DOE Defendants, within the state of California.

12. At all relevant times, Defendants maintained common policies and practices applicable to Plaintiff. These policies included failing to pay all required wages for all hours worked, including all minimum and overtime wages, failing to provide all lawful meal and rest periods and/or pay an hour's worth of pay in lieu thereof, failing to pay all wages due during employment and upon separation from employment, failing to provide adequate wage statements, and failing to maintain accurate record of hours worked.

1 13. At all relevant times, Plaintiff worked under these common policies and practices.

2 14. The California Labor Code and applicable IWC Wage Order and portions of the
3 California Code of Regulations provide that all persons employed in the State of California shall
4 be (1) presumed to be an hourly or non-exempt employee; (2) that all “hours worked” and subject
5 to the control of the employer, whether exercised or not, are to be paid at least the minimum wage
6 as determined by the State of California, and for overtime wages at either 1.5x the regular rate of
7 pay or 2.0x the regular rate of pay when “hours worked” exceeds 8 hours in a single day or shift,
8 or over 40 hours in a 168-total hour work. Labor Code sections 1194, *et seq.* provide that
9 notwithstanding any agreement to work for a lesser wage, an employee receiving less than the
10 legal overtime or minimum wage compensation is entitled to recover in a civil action the unpaid
11 balance of their owed compensation, including interest thereon, reasonable attorneys’ fees, and
12 costs of suit.

13 15. Plaintiff was covered under one or more IWC Wage Orders (“Wage Orders”), and
14 Labor Code section 510, and/or other applicable wage orders, regulations, and statutes, and was
15 not subject to an exemption for executive, administrative, professional employees, or any other
16 exemption, which imposed an obligation on the part of the Defendants to pay Plaintiff lawful
17 minimum and overtime compensation, as well as to provide statutory meal and rest periods.

18 16. Plaintiff worked in excess of the maximum regular rate hours set by the IWC in
19 the above Wage Orders, regulations, or statutes, and was therefore entitled to appropriate overtime
20 compensation at time and a half (1½) rate of his regular rate of pay, and when applicable, double-
21 time rate as set forth by the above Wage Orders, regulations, and/or statutes.

22 17. At all relevant times, Defendants maintained a policy and practice of failing to pay
23 Plaintiff for all hours worked.

24 18. Defendants failed to pay all wages for all time spent working and under the
25 direction and control of Defendants, including entering and existing through mandatory security
26 check lines multiple times per workday and performing required pre-shift tasks, and wages due
27 for all hours worked due to Defendants’ practice of paying based on shift times rather than actual
28 hours worked.

1 19. Defendants required Plaintiff to walk through a security gate and swipe an access
2 card in order to enter and exit the location of work. Going through the security line was non-
3 negotiable and at all times, Plaintiff was under the direction and control of Defendants. At times,
4 Plaintiff had to wait in a line to swipe his access badge at the security gate and pass through the
5 security gate. At times, Plaintiff had to wait in line to access the elevator. Plaintiff was permitted
6 to clock in only after going through the security check access gate, and was required to clock out
7 before exiting through the security check access gate. Plaintiff was also required to proceed
8 though the security check before and after taking a meal period. Plaintiff was not compensated
9 for the time spent entering/exiting the security check access gate, waiting in line to enter/exit the
10 security check access gate, and waiting in line to enter the elevator.

11 20. Upon arriving to his designated work desk, Plaintiff had to boot up his work
12 computer and perform a two-factor authentication process in order to access the timesheet
13 software, which could take up to several minutes per day. Plaintiff was not paid for this time spent
14 performing these pre-shift activities, as he could not clock in until his computer was booted up.

15 21. Defendants expected Plaintiff to resolve computer support issues at all times,
16 including during meal and rest breaks, and after the end of the scheduled work day. Plaintiff was
17 also required to communicate with his supervisor regarding computer support issues that arose
18 after his work shift, without being paid any compensation for hours worked off-the-clock
19 resolving computer support tickets.

20 22. Defendants paid Plaintiff on scheduled shift time and/or rounded hours as opposed
21 to actual hours worked. Defendants had the ability to pay for the precise hours of work but opted
22 instead to utilize an policy and practice of paying based on scheduled shift times as opposed to
23 actual hours worked.

24 23. Accordingly, Plaintiff was not paid all minimum and regular wages for this time
25 spent working, including the time spent proceeding through the security check access gate,
26 waiting in line for the security check access gate and the elevator, time spent booting up his work
27 computer, responding to work-related communications during breaks and after working hours,
28 working on computer support issues during meal breaks, and time entries that were rounded. If

1 any of this time would have been recorded as overtime, Plaintiff did not receive all applicable
2 overtime wages.

3 24. Plaintiff was not provided an opportunity each workday to take off-duty,
4 uninterrupted meal periods. Instead, meal periods were often interrupted by work demands. Due
5 to the job demands, Plaintiff was required to respond to calls or trouble tickets during meal
6 periods.

7 25. At all relevant times, the Defendants, and each of them, required Plaintiff to work
8 without providing compliant meal periods and failed to pay him an hour's pay in lieu thereof.

9 26. For the same reason, Defendants did not authorize and permit off-duty rest periods
10 of at least ten minutes for every four hours or major fraction thereof worked as required by law.

11 27. Plaintiff was not relieved of all duties in order to take timely rest periods of at least
12 ten minutes. Due to the job demands, Plaintiff was required to respond to calls or computer trouble
13 tickets during his rest periods.

14 28. At all relevant times, the Defendants, and each of them, required Plaintiff to work
15 without taking compliant rest periods and failed to pay him an hour's pay in lieu thereof.

16 29. As a result of the failure to pay all minimum, regular, and overtime wages and rest
17 and meal period premiums, as described herein, Defendants further failed to pay Plaintiff timely
18 during employment as required by Cal. Labor Code section 204.

19 30. As a result of the failure to pay all minimum, regular, and overtime wages and rest
20 and meal period premiums, as described herein, Defendants further failed to timely pay Plaintiff
21 all wages due upon separation from his employment as required by Cal. Labor Code sections 201-
22 203.

23 31. At all relevant times, Defendants failed to record and maintain records of all hours
24 worked. Defendants did not accurately record the total hours worked daily, the beginning of each
25 work period, and the beginning and end of each meal period for Plaintiff. When Plaintiff input
26 his start time, he was instructed to record his scheduled shift times and schedule meal break times
27 as opposed to the actual hours.

28 ///

33. Plaintiff seeks restitution and disgorgement of all benefits obtained by Defendants as a result of violations alleged. Business and Professions Code §§ 17200, *et seq.*

V.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM, REGULAR, AND OVERTIME WAGES

(Failure to Pay All Wages - Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198; “Hours and Days of Work” and “Minimum Wages” Sections of the Applicable IWC Wage Order)

34. Plaintiff incorporates the preceding paragraphs of this Complaint.

35. Labor Code section 1197 states: “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than minimum wage so fixed is unlawful.”

36. Labor Code section 1198 states: “The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

37. The “Minimum Wages” Section of the applicable IWC Wage Order provides that an employer may not pay employees less than the applicable minimum wage for all hours worked.

38. Labor Code section 1194 states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of their minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees and costs of suit.”

1 39. Labor Code section 510 provides in pertinent part: “Eight hours of labor
2 constitutes a day’s work. Any work in excess of 8 hours in one workday and any work in excess
3 of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in
4 any one workweek shall be compensated at the rate of no less than one and one-half times the
5 regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be
6 compensated at the rate of no less than twice the regular rate of pay for an employee. In addition,
7 any work in excess of eight hours on any seventh day of a workweek shall be compensated at the
8 rate of no less than twice the regular rate of pay of an employee.”

9 40. The “Hours and Days of Work” Section of the applicable IWC Wage Order
10 provides, in part, that an employer may not pay non-exempt employees less than the applicable
11 overtime rate for all hours worked in excess of eight (8) hours up to and including 12 hours in
12 any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work
13 in a workweek.

14 41. Defendant had the ability to pay for the precise hours of work but opted instead to
15 utilize a compensation practice of paying based on scheduled shift time as opposed to actual hours
16 worked. Due to Defendant’s practice of paying based on shift time rather than actual hours
17 worked, Defendants failed to pay all wages due, including minimum wages to Plaintiff, and
18 violated Labor Code sections 1194, 1197, and 1198, and the “Minimum Wages” section of the
19 applicable Wage Order.

20 42. Defendants failed to pay wages for all hours worked by Plaintiff and while under
21 the control of the Defendant, including for time spent undergoing mandatory security check gate
22 access lines prior to and after the regularly scheduled workday and when leaving and returning
23 from a meal break in order to enter and exit the workplace. Due to Defendant’s practice of
24 requiring employees, including Plaintiff to pass through security check access gates pre and post-
25 shift and pre and post meal breaks while off-the-clock, Defendants failed to pay all wages due,
26 including minimum wages to Plaintiff in violation of Labor Code sections 1194, 1197, and 1198,
27 and the “Minimum Wages” section of the applicable Wage Order.

28 ///

43. Defendants required Plaintiff to boot up his work computer and perform a two-factor authentication process prior to clocking in. Due to Defendants' practice of requiring Plaintiff to boot up his work computer and perform a two-factor authentication prior to clocking in, Defendants failed to pay all wages due, including minimum wages to Plaintiff in violation of Labor Code sections 1194, 1197, and 1198, and the "Minimum Wages" section of the applicable Wage Order.

44. Defendant's required Plaintiff to respond to and resolve computer support tickets received after clocking out and while off-the-clock, including during meal and rest breaks. Plaintiff was expected to assist with computer support issues after the end of the workday and communicate with his supervisor regarding computer support issues after the end of his shift, without being paid any compensation for hours worked off-the-clock in violation of Labor Code sections 1194, 1197, and 1198, and the "Minimum Wages" section of the applicable Wage Order.

45. Defendants' unlawful acts deprived Plaintiff of minimum, regular, and overtime wages in amounts to be determined at trial, and they are entitled to recover these amounts, along with liquidated damages for unpaid minimum wages under Labor Code section 1194.2, and interest, attorneys' fees, and costs.

46. Plaintiff requests relief as described below.

SECOND CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS

(Labor Code §§ 512, 226.7; "Meal Period" Section of the applicable IWC Wage Order)

47. Labor Code section 226.7(b) states in pertinent part: "No employer shall require an employee to work during any meal or rest period or recovery period mandated pursuant to an applicable... order of the Industrial Welfare Commission."

48. Labor Code section 226.7(c) states in pertinent part: "If an employer fails to provide an employee a meal period or rest period or recovery period in accordance with... an applicable order of the Industrial Welfare Commission, ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period or recovery period is not provided."

///

1 49. Labor Code section 512(a) states in pertinent part: “An employer shall not employ
2 an employee for a work period of more than five hours per day without providing the employee
3 with a meal period of not less than 30 minutes... An employer shall not employ an employee for
4 a work period of more than 10 hours per day without providing the employee with a second meal
5 period of not less than 30 minutes....” Labor Code section 226.7(b) states that “An employer shall
6 not require an employee to work during a meal or rest or recovery period mandated pursuant to
7 an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
8 Commission....”

9 50. On information and belief, during Plaintiff’s employment, Defendants failed to
10 provide Plaintiff with all off-duty meal periods as required by Labor Code sections 226.7 and
11 512, and Section 11 of the applicable IWC Wage Order, due to Defendants’ policy of requiring
12 Plaintiff to respond to work-related calls or computer trouble tickets while taking meal breaks.
13 Therefore, all meal breaks taken were not off-duty and uninterrupted as required by California
14 law.

15 51. Furthermore, Defendants failed to pay Plaintiff one (1) hour of pay at his regular
16 rate of compensation for each workday that a complaint meal period was not provided, in
17 accordance with California law.

18 52. By failing to provide duty-free meal periods of at least thirty minutes for shifts of
19 five hours or more and failing to pay Plaintiff one hour of pay at his regular rate for each day a
20 meal period was not provided, Defendants willfully violated Labor Code sections 226.7 and 512.

21 53. Defendants’ unlawful acts deprived Plaintiff of premium wages in amounts to be
22 determined at trial, and he is entitled to recover such amounts, plus interest, attorneys’ fees, and
23 costs.

24 54. Plaintiff requests relief as described below.

25 **THIRD CAUSE OF ACTION**
26 **FAILURE TO PROVIDE REST PERIODS**
27 (Labor Code § 226.7; “Rest Periods” Section of the Applicable IWC Wage Order)

28 55. Plaintiff incorporates the preceding paragraphs of this Complaint.

///

1 56. Labor Code section 226.7(b) states in pertinent part: “No employer shall require
2 an employee to work during any meal or rest period or recovery period mandated pursuant to an
3 applicable... order of the Industrial Welfare Commission.”

4 57. Labor Code section 226.7(c) states in pertinent part: “If an employer fails to
5 provide an employee a meal period or rest period or recovery period in accordance with... an
6 applicable order of the Industrial Welfare Commission, ... the employer shall pay the employee
7 one additional hour of pay at the employee s regular rate of compensation for each work day that
8 the meal or rest period or recovery period is not provided.”

9 58. On information and belief, during Plaintiff’s employment, Defendants failed to
10 provide Plaintiff with off-duty rest periods as required by Labor Code section 226.7 and the “Rest
11 Periods” Section of the applicable IWC Wage Order, due to Defendants’ policy of requiring
12 Plaintiff to respond to work-related calls or computer trouble tickets while taking rest breaks.
13 Therefore, all rest breaks taken were not off-duty as required by California law.

14 59. Furthermore, Defendants failed to pay one (1) hour of pay at Plaintiff’s regular
15 rate of compensation for each workday that a compliant rest period was not provided, in
16 accordance with California law.

17 60. By failing to provide duty-free rest periods of at least ten minutes for shifts of four
18 hours or major fraction thereof and failing to pay Plaintiff one hour of pay at his regular rate for
19 each day a rest period was not provided, Defendants willfully violated Labor Code section 226.7.

20 61. Defendants’ unlawful acts deprived Plaintiff of premium wages in amounts to be
21 determined at trial, and he is entitled to recover such amounts, plus interest, attorneys’ fees, and
22 costs.

23 62. Plaintiff requests relief as described below.

24 **FOURTH CAUSE OF ACTION**
25 **FAILURE TO TIMELY PAY WAGES DUE DURING EMPLOYMENT**
 (Labor Code §§ 204, 210)

26 63. Plaintiff incorporates the preceding paragraphs of this Complaint.

27 64. Labor Code section 204(a) states in pertinent part: “All wages . . . earned by any
28 person in any employment are due and payable twice during each calendar month, on days

1 designated in advance by the employer as the regular paydays.”

2 65. Labor Code section 210 states in pertinent part: “(a) In addition to, and *entirely*
3 *independent and apart from*, any other penalty provided in this article, every person who fails to
4 pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205,
5 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one
6 hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation,
7 or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each
8 employee, plus 25 percent of the amount unlawfully withheld.” (Emphasis added.)

9 66. The Minimum Wages Section of the applicable IWC Wage Order states: “Every
10 employer shall pay to each employee, on the established payday for the period involved, not less
11 than the applicable minimum wage for all hours worked in the payroll period, whether the
12 remuneration is measured by time, piece, commission or otherwise.”

13 67. Through Defendants’ conduct including, but not limited to, the conduct alleged
14 herein, including that alleged on information and belief, Defendants failed to pay Plaintiff (i) all
15 wages due and owing and (ii) all wages due and owing by the time set forth pursuant to Labor
16 Code section 204(a) and the Minimum Wages Section of the applicable IWC Wage Order,
17 including, but not limited to, not paying all minimum wages.

18 68. As a direct result of Defendants’ violations alleged herein, Plaintiff has suffered
19 substantial losses related to the use and enjoyment of such wages, including lost interest on such
20 monies and expenses and attorney’s fees in seeking to compel Defendants to fully perform their
21 obligations under state law, resulting in damages in amounts according to proof at trial and within
22 the jurisdictional limitations of this Court.

23 69. Plaintiff seeks to recover in a civil action all remedies including unpaid wages,
24 attorneys’ fees and costs, penalties and interest to the fullest extent permissible including those
25 permitted pursuant to Labor Code sections 210, 218.5, 218.6, 226.7, 1198, and Code of Civil
26 Procedure section 1021.5.

27 70. Plaintiff has been deprived of his rightfully earned wages as a direct and proximate
28 result of Defendants’ failure to pay said compensation. Plaintiff is entitled to recover such

1 amounts, plus interest thereon, attorney's fees and costs.

2 71. In addition, Plaintiff is entitled to penalties pursuant to Labor Code section 210 as
3 follows: (1) for Defendants' initial violation, \$100 for each failure to pay Plaintiff; and (2) for
4 each of Defendants' subsequent violations, or any willful or intentional violation, \$200 for each
5 failure to pay Plaintiff, plus 25 percent of the amount unlawfully held.

6 72. Plaintiff requests relief as described below.

7 **FIFTH CAUSE OF ACTION**
8 **FAILURE TO TIMELY PAY WAGES DUE UPON SEPARATION OF EMPLOYMENT**
(Labor Code §§ 201-203)

9 73. Plaintiff incorporates the preceding paragraphs of this Complaint.

10 74. Defendants had a consistent and uniform policy, practice, and procedure of
11 willfully failing to pay the earned wages of Defendants' former employees. Labor Code sections
12 201 and 202 require Defendants to pay their employees, including Plaintiff, all wages due within
13 the time required by law. If an employer willfully fails to timely pay such wages the employer
14 must, as a penalty, continue to pay the subject employee's wages until the back wages are paid in
15 full or an action is commenced, though the penalty cannot exceed 30 days' wages. Labor Code §
16 203.

17 75. Plaintiff is no longer employed by Defendants.

18 76. Defendants willfully failed to pay Plaintiff the sum due at the time of his
19 termination, and failed to pay those sums for thirty (30) days thereafter.

20 77. Defendants' willful failure to pay wages to Plaintiff violates Labor Code section
21 203 because Defendants knew wages were due to Plaintiff but failed to pay them.

22 78. Plaintiff requests relief as described below.

23 **SIXTH CAUSE OF ACTION**
24 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**
(Labor Code §§ 226(a), 226.3, 1198, 2699, and the "Records" Section of the applicable
25 IWC Wage Order)

26 79. Plaintiff incorporates the preceding paragraphs of this Complaint.

27 80. Labor Code section 226(a) states in pertinent part: "Every employer shall,
28 semimonthly or at the time of each payment of wages, furnish each of his or her employees, either

1 as a detachable part of the check, draft, or voucher paying the employee's wages, or separately
2 when wages are paid by personal check or cash, an accurate itemized statement in writing
3 showing": (1) gross wages earned; (2) total hours worked by the employee, except for any
4 employee whose compensation is solely based on a salary and who is exempt from payment of
5 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
6 Commission; (3) the number of piece-rate units earned and any applicable piece rate if the
7 employee is paid on a piece-rate basis; (4) All deductions, provided that all deductions made on
8 written orders of the employee may be aggregated and shown as one item; (5) net wages earned;
9 (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee
10 and only the last four digits of his or her social security number or an employee identification
11 number other than a social security number; (8) the name and address of the legal entity that is
12 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. The deductions made
14 from payment of wages shall be recorded in ink or other indelible form, properly dated, showing
15 the month, day, and year, and a copy of the statement and the record of the deductions shall be
16 kept on file by the employer for at least three years at the place of employment or at a central
17 location within the State of California.

18 81. The Records Section of the applicable IWC Wage Order states in relevant part that
19 the employer shall keep accurate information regarding, "Total wages paid each payroll period,
20 including value of board, lodging, or other compensation actually furnished to the employee;
21 Total hours worked in the payroll period and applicable rates of pay."

22 82. All employers must provide employees accurate, itemized wage statements
23 showing, among other things, the total number of hours worked and the number of hours worked
24 at each corresponding rate of pay. Labor Code § 226.

25 83. Defendants knowingly failed to comply with Labor Code section 226 by, among
26 other things, failing to provide Plaintiff accurate itemized wage statements showing the total
27 number of hours he worked and the number of hours worked at each corresponding rate of pay.

28 ///

1 84. Labor Code section 226(e) states: “An employee suffering injury as a result of a
2 knowing and intentional failure by an employer to comply with subdivision (a) is entitled to
3 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which
4 a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent
5 pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled
6 to an award of costs and reasonable attorneys’ fees.” Labor Code section 226(e)(2)(B) states: “An
7 employee is deemed to suffer injury for purposes of this subdivision if the employer fails to
8 provide accurate and complete information as required by any one or more of items (1) to (9),
9 inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the
10 wage statement alone one or more of the following: (i) The amount of gross wages or net wages
11 paid to the employee during the pay period or any other information required to be provided on
12 the itemized wage statement pursuant to items (2) to (4), inclusive, (6) and (9) of subdivision
13 (a)...” Because Plaintiff’s wage statements did not include, among other things, an accurate
14 accounting of gross wages earned or the accurate total hours worked, he is deemed to have
15 suffered injury.

16 85. Labor Code section 226(h) states: “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 86. Labor Code section 226.3 states, in part: “Any employer who violates subdivision
20 (a) of section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars
21 (\$250) per employee per violation in an internal citation and one thousand dollars (\$1,000) per
22 employee for each violation in a subsequent citation, for which the employer fails to keep the
23 records required in subdivision (a) of Section 226. The civil penalties provided for in this section
24 are in addition to any other penalty provided by law.”

25 87. As a direct result of Defendants’ violations alleged herein, Plaintiff has suffered
26 injury including substantial losses related to the use and enjoyment of such wages, lost interest
27 on such monies and expenses and attorney’s fees in seeking to compel Defendants to fully
28 perform their obligations under state law, resulting in damages in amounts according to proof at

1 trial and within the jurisdictional limitations of this Court.

2 88. Plaintiff seeks to recover in a civil action all remedies including damages, unpaid
3 wages, penalties, attorney's fees and costs, and injunctive relief to the fullest extent permissible
4 including those permitted pursuant to Labor Code sections 226(e) and (h), 226.3, and Code of
5 Civil Procedure section 1021.5.

6 89. Plaintiff requests relief as described below.

7 **SEVENTH CAUSE OF ACTION**
8 **FAILURE TO MAINTAIN ACCURATE RECORDS**
9 (Labor Code §§ 1174, 1174.5, 2699, and the "Records" section of the applicable IWC Wage
Order)

10 90. Plaintiff incorporates the preceding paragraphs of this Complaint.

11 91. Labor Code section 1174(d) requires every person, including the Employer,
12 employing labor in the state to "[k]eep, at a central location in the state or at the plants or
13 establishments at which employees are employed, payroll records showing the hours worked daily
14 by and the wages paid to, and the number of piece-rate units earned by and any applicable piece
15 rate paid to, employees employed at the respective plants or establishments. These records shall
16 be kept in accordance with rules established for this purpose by the commission, but in any case,
17 shall be kept on file for not less than three years. An employer shall not prohibit an employee
18 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate
19 units earned."

20 92. Employers must maintain payroll records showing each employee's total daily
21 hours worked and wages paid for at least three years. Labor Code § 1174. The "Records" Section
22 of the applicable IWC Wage Order(s) require employers to maintain accurate information about
23 each employee's time records, including when the employee begins and ends each work period
24 and meal period and the total daily hours worked.

25 93. Labor Code section 1174.5 provides: "Any person employing labor who willfully
26 fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete
27 records required by subdivision (d) of Section 1174, or to allow any member of the commission
28 or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall

1 be subject to a civil penalty of five hundred dollars (\$500).”

2 94. The “Records” Section of the applicable IWC Wage Order provides: “Every
3 employer shall keep accurate information with respect to each employee including the following:
4 ... (3) time records showing when the employee begins and ends each work period. Meal periods,
5 split shift intervals and total daily hours worked shall also be recorded.” Defendants failed to
6 accurately record the hours worked for Plaintiff.

7 95. Defendants knowingly failed to comply with these provisions by, among other
8 things, failing to accurately record employees’ total daily hours worked and when they began and
9 ended their work periods.

10 96. Defendants’ unlawful acts damaged Plaintiff, in amounts to be determined at trial,
11 and he is entitled to recover these amounts, along with interest, attorneys’ fees, and costs.

12 **EIGHTH CAUSE OF ACTION**
13 **VIOLATION OF THE UCL**
(Bus. & Prof. Code §§ 17200, *et seq.*)

14 97. Plaintiff incorporates the preceding paragraphs of this Complaint.

15 98. Business & Professions Code section 17200 states: “As used in this chapter, unfair
16 competition shall mean and include any unlawful, unfair or fraudulent business act or practice
17 and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1
18 (commencing with section 17500) of Part 3 of Division 7 of the Business and Professions Code.”

19 99. Through Defendants’ conduct during the applicable statutory period including, but
20 not limited to, the conduct alleged herein, including that alleged on information and belief,
21 Defendants have engaged in unlawful, unfair, or fraudulent business practices in California by
22 practicing, employing, and utilizing, the employment practices outlined in the preceding
23 paragraphs all in violation of California law and the Industrial Welfare Commission Wage Orders.
24 Defendants’ use of such practices constitutes an unfair business practice, unfair competition, and
25 provides an unfair advantage over Defendants’ competitors doing business in the State of
26 California that comply with their obligations to properly provide employment conditions in
27 compliance with the law and pay employees for all earned wages and compensation as required
28 by law.

1 100. Defendants' violations of the Labor Code and the Industrial Welfare Commission
2 Wage Orders, and their scheme to lower payroll costs as alleged herein, constitute unlawful
3 business practices because these actions were done in a systematic manner over a period of time
4 to the detriment of Plaintiff. The acts complained of herein occurred within the last four (4) years
5 preceding the filing of this complaint and include, but are not limited to, failure to (i) pay
6 minimum regular wages both during and after separation of employment; (ii) maintain accurate
7 records; (iii) provide and maintain accurate itemized wage statements; (iv) pay timely wages
8 during employment; and (v) pay timely wages upon separation from employment.

9 101. As a result of Defendants' unlawful and unfair conduct, Plaintiff suffered injury
10 in fact.

11 102. Defendants' failure to pay Plaintiff for all time worked, as required by the
12 applicable Wage Orders and the Labor Code, as alleged, constitutes unlawful activity prohibited
13 by Business and Professions Code sections 17200, *et seq.*

14 103. The actions of Defendants in failing to pay Plaintiff in a lawful manner constitute
15 false, unfair, fraudulent, and deceptive business practices, within the meaning of Business and
16 Professions Code sections 17200, *et seq.*

17 104. Plaintiff seeks declaratory relief, restitution, and other appropriate equitable relief.
18 Cal. Bus. & Prof. Code §§ 17203, 17204.

19 105. Pursuant to California Code of Civil Procedure section 1021.5, Plaintiff is entitled
20 to recover reasonable attorneys' fees, costs, and expenses incurred in bringing this action.

21 106. This cause of action is brought as a cumulative remedy and is intended as an
22 alternative remedy for restitution for Plaintiff for the four (4) year period before the filing of this
23 Complaint, and as the primary remedy during the fourth year before the filing of this Complaint.
24 Business and Professions Code § 17205.

25 107. As a result of Defendants' unlawful and unfair business practice of failing to pay
26 earned wages, Plaintiff has suffered damages and is entitled to restitution in an amount according
27 to proof.

28 ///

1 108. The illegal conduct alleged is continuing and there is no indication that Defendants
2 will discontinue such activity in the future. Plaintiff alleges that if Defendants are not enjoined
3 from the conduct set forth in this Complaint, they will continue to fail to pay all wages as required
4 by law.

5 109. As a direct and proximate result of Defendants' conduct, Defendants have received
6 and will continue to receive monies that rightfully belong to members of the general public who
7 have been adversely affected by Defendants' conduct, as well as to Plaintiff by virtue of unpaid
8 wages and other monies.

9 110. Plaintiff is entitled to and seek any and all available remedies including restitution
10 and recovery of reasonable attorneys' fees pursuant to California Code of Civil Procedure section
11 1021.5, Business and Professions Code sections 17200, *et seq.*, the substantial benefit doctrine,
12 and/or the common fund doctrine.

13 111. Plaintiff requests relief as described below.

14 **NINTH CAUSE OF ACTION**
15 **PAGA CIVIL PENALTIES FOR FAILURE TO PAY MINIMUM, REGULAR, AND**
16 **OVERTIME WAGES**
 (Lab. Code § 2699 *et seq.*)

17 112. Plaintiff incorporates the preceding paragraphs of this Complaint.

18 113. Labor Code section 1197 provides: "The minimum wage for employees fixed by
19 the commission or by any applicable state or local law, is the minimum wage to be paid to
20 employees, and the payment of a lower wage than the minimum so fixed is unlawful."

21 114. Labor Code section 1198 provides: "The maximum hours of work and the standard
22 conditions of labor fixed by the commission shall be the maximum hours of work and the standard
23 conditions of labor for employees. The employment of any employee for longer hours than those
24 fixed by the order or under conditions of labor prohibited by the order is unlawful."

25 115. Labor Code section 1194(a) provides: "(a) Notwithstanding any agreement to
26 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
27 overtime compensation applicable to the employee is entitled to recover in a civil action the
28 unpaid balance of the full amount of this minimum wage or overtime compensation, including

1 interest thereon, reasonable attorney's fees, and costs of suit."

2 116. Labor Code section 510, states in pertinent part: "Any work in excess of eight
3 hours in one workday and any work in excess of 40 hours in any one workweek and the first eight
4 hours worked on the seventh day of work in any one workweek shall be compensated at the rate
5 of no less than one and one-half times the regular rate of pay for an employee. Any work in excess
6 of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of
7 pay for an employee. In addition, any work in excess of eight hours on any seventh day of a
8 workweek shall be compensated at the rate of no less than twice the regular rate of pay of an
9 employee."

10 117. Labor Code section 2699(a) provides: "Notwithstanding any other provision of
11 law, any provision of this code that provides for a civil penalty to be assessed and collected by
12 the Labor and Workforce Development Agency or any of its departments, divisions,
13 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
14 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
15 herself and other current or former employees pursuant to the procedures specified in Section
16 2699.3."

17 118. Labor Code section 2699(f)(2) states: "For all provisions of this code except those
18 for which a civil penalty is specifically provided, there is established a civil penalty for a violation
19 of these provisions, as follows... (2) If, at the time of the alleged violation, the person employs
20 one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
21 employee per pay period for the initial violation and two hundred dollars (\$200) for each
22 aggrieved employee per pay period for each subsequent violation."

23 119. On information and belief, Defendants required Plaintiff and other aggrieved
24 employees to undergo mandatory security gate access check lines multiple times per workday in
25 order to enter and exit the workplace. Defendant required Plaintiff and other aggrieved employees
26 to work off-the-clock to resolve computer support tickets, boot up their work computer
27 Defendants failed to pay all applicable minimum and overtime wages for all hours worked by
28 Plaintiff and other aggrieved employees for time spent under the control of the employer

120. Defendants' conduct violates Labor Code sections 510, 1194, and 1197 as well as the "Hours and Days of Work" and "Minimum Wages" sections of the applicable Wage Order.

121. As a result, Defendants violated the Labor Code and are liable to Plaintiff, and other aggrieved employees, for penalties as required by Labor Code sections 558(a)(1)-(2), 1197.1, and 2699(a) or, in the alternative, section 2699(f)(2), as well as attorney's fees and costs all recoverable in an amount according to proof.

122. Plaintiff, as a representative of the general public, will and does seek to recover any and all penalties for each and every violation, in an amount according to proof, as to those penalties available pursuant to the PAGA. Funds recovered will be distributed in accordance with the PAGA, with 75% of penalties recovered provided to the LWDA on behalf of the State of California.

TENTH CAUSE OF ACTION
PAGA CIVIL PENALTIES FOR FAILURE TO PROVIDE MEAL PERIODS
(Lab. Code § 2699 *et seq.*)

123. Plaintiff incorporates the preceding paragraphs of this Complaint.

124. Labor Code sections 2699(a) and 2699(f) provide for assessment and collection of civil penalties for violations of the Labor Code, to be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.

125. As alleged herein, Plaintiff and other aggrieved employees were not provided compliant meal periods and were never paid a meal period premium at the correct regular rate of pay for non-compliance in accordance with Labor Code section 226.7.

126. Defendants' conduct violates Labor Code sections 226.7, 512, and 1198, as well as the "Meal Periods" section of the applicable IWC wage Order. As a result, Plaintiff is entitled to recover civil penalties, and pursuant to Labor Code sections 558(a)(1)-(2) and 2699(a) and (f)(2), attorney's fees, expenses, and costs of suit.

127. Plaintiff, as a representative of the general public, will and does seek to recover any and all penalties for each and every violation, in an amount according to proof, as to those penalties available pursuant to the PAGA. Funds recovered will be distributed in accordance with

1 the PAGA, with 75% of penalties recovered provided to the LWDA on behalf of the State of
2 California.

3 **ELEVENTH CAUSE OF ACTION**
4 **PAGA CIVIL PENALTIES FOR FAILURE TO PROVIDE REST PERIODS**
(Lab. Code § 2699 *et seq.*)

5 128. Plaintiff incorporates the preceding paragraphs of this Complaint.

6 129. Labor Code sections 2699(a) and 2699(f) provide for assessment and collection of
7 civil penalties for violations of the Labor Code, to be recovered through a civil action brought by
8 an aggrieved employee on behalf of himself or herself and other current or former employees
9 pursuant to the procedures specified in Section 2699.3.

10 130. Defendants failed to authorize and permit all rest periods as required by law.
11 Plaintiff and other aggrieved employees were paid a rest period premium for non-compliance at
12 the correct regular rate of pay in accordance with Labor Code section 226.7.

13 131. Defendants' violated Labor Code sections 226.7 and 1198, as well as the "Rest
14 Periods" section of the applicable Wage Order, and are liable to Plaintiff and other aggrieved
15 employees for penalties as required by California Labor Code sections 2699(a) and (f)(2), and
16 attorney's fees and costs, recoverable in an amount according to proof.

17 132. Plaintiff, as a representative of the general public, will and does seek to recover
18 any and all penalties for each and every violation, in an amount according to proof, as to those
19 penalties available pursuant to the PAGA. Funds recovered will be distributed in accordance with
20 the PAGA, with 75% of penalties recovered provided to the LWDA on behalf of the State of
21 California.

22 **TWELFTH CAUSE OF ACTION**
23 **PAGA CIVIL PENALTIES FOR FAILURE TO TIMELY PAY WAGES DUE DURING**
24 **EMPLOYMENT**
(Lab. Code § 2699 *et seq.*)

25 133. Plaintiff incorporates the preceding paragraphs of this Complaint.

26 134. Labor Code section 204(a) states, in pertinent part: "All wages . . . earned by any
27 person in any employment are due and payable twice during each calendar month, on days
28 designated in advance by the employer as the regular paydays." Section 204(d) states: "The

1 requirements of this section shall be deemed satisfied by the payment of wages for weekly,
2 biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days
3 following the close of the payroll period.” The “Minimum Wages” Section of the applicable Wage
4 Order further states “every employer shall pay to each employee, on the established payday for
5 the period involved, not less than the applicable minimum wage for all hours worked in the payroll
6 period.”

7 135. Labor Code section 210(a) provides: “(a) In addition to, *and entirely independent*
8 *and apart from*, any other penalty provided in this article, every person who fails to pay the wages
9 of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5,
10 shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
11 (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or
12 intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
13 percent of the amount unlawfully withheld.” [Emphasis added.]

14 136. Labor Code sections 2699(a) and 2699(f) provide for assessment and collection of
15 civil penalties for violations of the Labor Code, to be recovered through a civil action brought by
16 an aggrieved employee on behalf of himself or herself and other current or former employees
17 pursuant to the procedures specified in Section 2699.3.

18 137. As set forth herein, Defendants failed to pay all wages and penalties owed to
19 Plaintiff and other aggrieved employees within the timeline required by California Labor Code
20 sections 201-203. Defendants further failed to pay all waiting time penalties as required by Labor
21 Code section 203.

22 138. As a result, Defendants willfully violated the Labor Code and are liable to Plaintiff,
23 and other aggrieved employees, for penalties as required by Labor Code sections 256 and 2699(a)
24 or, in the alternative, section 2699(f)(2), and recoverable in an amount according to proof.

25 139. Plaintiff, as a representative of the general public, will and does seek to recover
26 any and all penalties for each and every violation, in an amount according to proof, as to those
27 penalties available pursuant to the PAGA. Funds recovered will be distributed in accordance with
28 the PAGA, with 75% of penalties recovered provided to the LWDA on behalf of the State of

1 California.

2 **THIRTEENTH CAUSE OF ACTION**
3 **PAGA CIVIL PENALTIES FOR FAILURE TO TIMELY PAY WAGES DUE UPON**
4 **SEPARATION OF EMPLOYMENT**
(Lab. Code § 2699 *et seq.*)

5 140. Plaintiff incorporates the preceding paragraphs of this Complaint.

6 141. Labor Code sections 201-202 require employers to pay wages earned by
7 employees within certain times. Defendants had a consistent and uniform policy, practice, and
8 procedure of willfully failing to pay the earned wages of Defendants' former employees. An
9 employer that willfully fails to timely pay all final wages must, as a statutory penalty, pay an
10 employee's wages for 30 days, or until back wages are paid in full. Labor Code § 203.

11 142. Defendants failed to pay Plaintiff and other aggrieved employees all final wages,
12 including minimum and overtime wages, and meal and rest period premium wages, as required
13 by Labor Code sections 201-202.

14 143. Defendants further failed to pay all waiting time penalties as required by Labor
15 Code section 203.

16 144. California Labor Code section 256 states that a civil penalty shall be imposed "in
17 an amount not exceeding 30 days' pay as waiting time under the terms of Section 203."

18 145. Labor Code sections 2699(a) and 2699(f) provide for assessment and collection of
19 civil penalties for violations of the Labor Code, to be recovered through a civil action brought by
20 an aggrieved employee on behalf of himself or herself and other current or former employees
21 pursuant to the procedures specified in Section 2699.3.

22 146. As a result, Defendants willfully violated the Labor Code and are liable to Plaintiff,
23 and other aggrieved employees, for penalties as required by Labor Code sections 256 and 2699(a)
24 or, in the alternative, section 2699(f)(2), and recoverable in an amount according to proof.

25 147. Plaintiff, as a representative of the general public, will and does seek to recover
26 any and all penalties for each and every violation, in an amount according to proof, as to those
27 penalties available pursuant to the PAGA. Funds recovered will be distributed in accordance with
28 the PAGA, with 75% of penalties recovered provided to the LWDA on behalf of the State of

1 California.

2 **FOURTEENTH CAUSE OF ACTION**
3 **PAGA CIVIL PENALTIES FOR FAILURE TO PROVIDE ACCURATE ITEMIZED**
4 **WAGE STATEMENTS**
(Lab. Code § 2699 *et seq.*)

5 148. Plaintiff incorporates the preceding paragraphs of this Complaint.

6 149. Section 226(a) of the California Labor Code requires Defendants to itemize in
7 wage statements wages earned and to accurately report total hours worked and all rates of pay.
8 Defendants have knowingly and intentionally failed to comply with Labor Code section 226(a)
9 on each and every wage statement provided to Plaintiff and other aggrieved employees.

10 150. Labor Code section 226.3 provides for civil penalties for violations of the Labor
11 Code section 226. The civil penalty is \$250 for the initial violation and \$1,000 for each subsequent
12 violation.

13 151. Labor Code sections 2699(a) and 2699(f) provide for assessment and collection of
14 civil penalties for violations of the Labor Code, to be recovered through a civil action brought by
15 an aggrieved employee on behalf of himself or herself and other current or former employees
16 pursuant to the procedures specified in Section 2699.3.

17 152. As alleged herein, Defendants failed provide accurate itemized wage statements
18 reflecting all of the required information, including but not limited to gross wages earned, net
19 wages earned, the total hours worked, all applicable rates of pay and the total number of hours
20 worked at each rate.

21 153. Defendants' conduct violates Labor Code section 226.

22 154. As a result, Defendants willfully violated the Labor Code and are liable to Plaintiff,
23 and other aggrieved employees, for civil penalties as required by Labor Code sections 226.3 and
24 2699(a) or, in the alternative, section 2699(f)(2), as well as attorney's fees and costs, all
25 recoverable in an amount according to proof.

26 155. Plaintiff, as a representative of the general public, will and does seek to recover
27 any and all penalties for each and every violation, in an amount according to proof, as to those
28 penalties available pursuant to the PAGA. Funds recovered will be distributed in accordance with

1 the PAGA, with 75% of penalties recovered provided to the LWDA on behalf of the State of
2 California.

3 **FIFTEENTH CAUSE OF ACTION**
4 **PAGA CIVIL PENALTIES FOR FAILURE TO MAINTAIN ACCURATE RECORDS**
(Lab. Code § 2699 *et seq.*)

5 156. Plaintiff incorporates the preceding paragraphs of this Complaint.

6 157. Labor Code section 1174(d) requires each employee to “[k]eep, at a central
7 location in the state or at the plants or establishments at which employees are employed, payroll
8 records showing the hours worked daily by and the wages paid to, and the number of piece-rate
9 units earned by and any applicable piece rate paid to, employees employed at the respective plants
10 or establishments.”

11 158. The “Records” section of the applicable IWC wage order requires each employer
12 to maintain “[t]ime records showing when the employee begins and ends each work period. Meal
13 periods, split shift intervals and total daily hours worked shall also be recorded.”

14 159. California Labor Code section 1174.5 imposes a \$500 civil penalty for any failure
15 to maintain records required by Section 1174(d).

16 160. Labor Code sections 2699(a) and 2699(f) provide for assessment and collection of
17 civil penalties for violations of the labor code, to be recovered through a civil action brought by
18 an aggrieved employee on behalf of himself or herself and other current or former employees
19 pursuant to the procedures specified in Section 2699.3.

20 161. Defendants failed to maintain all records as required by law, including but not
21 limited to the beginning and ending time of each work period.

22 162. As a result, Defendants willfully violated the Labor Code and are liable to Plaintiff,
23 and other aggrieved employees, for penalties as required by Labor Code sections 1174.5 and
24 2699(a) or, in the alternative, section 2699(f)(2), and recoverable in an amount according to proof.

25 163. Plaintiff, as a representative of the general public, will and does seek to recover
26 any and all penalties for each and every violation, in an amount according to proof, as to those
27 penalties available pursuant to the PAGA. Funds recovered will be distributed in accordance with
28 the PAGA, with 75% of penalties recovered provided to the LWDA on behalf of the State of

1 California.

2 **PRAYER FOR RELIEF**

3 Plaintiff prays for the following relief on behalf of himself against Defendants:

- 4 1. A declaratory judgment that Defendants knowingly and intentionally violated:
- 5 a. California Labor Code sections 1194, 1197, 1197.1 by failing to pay minimum
- 6 wages;
- 7 b. California Labor Code section 510 by failing to pay overtime wages;
- 8 c. California Labor Code section 204 by failing to pay wages due during
- 9 employment;
- 10 d. California Labor Code section 203 by failing to timely pay wages due upon
- 11 separation of employment;
- 12 e. California Labor Code section 226.7 by failing to provide rest periods;
- 13 f. California Labor Code section 512 by failing to provide meal periods;
- 14 g. California Labor Code section 226 by failing to provide accurate, itemized
- 15 wage statements; and
- 16 h. California Business and Professions Code sections 17200, *et seq.* by engaging
- 17 in unlawful or unfair business practices.

18 2. That Defendants be permanently enjoined from engaging in the unlawful or unfair

19 acts and practices alleged;

20 3. An order requiring Defendants to pay restitution of all amounts owed to Plaintiff,

21 in an amount according to proof, pursuant to California Business and Professions Code section

22 17203;

23 4. For maintenance of this claim as a Representative Action under the PAGA, and

24 providing Plaintiff and his counsel with all enforcement capability as if this action has been

25 instituted by the Department of Labor Standards enforcement ("DLSE");

26 5. For recovery of civil penalties as permitted by Labor Code sections 2699.3,

27 1197.1, and 558(a)(1)-(2), in an amount according to proof;

28 ///

6. For recovery of civil penalties as permitted by Labor Code section 226.3, for failing to provide accurate itemized wage statements, in an amount to be assessed and according to proof;

7. For recovery of civil penalties as permitted by Labor Code sections 210, for failing to pay wages timely during employment;

8. For recovery of civil penalties as permitted by Labor Code section 1174 and 1174.5 for failing to maintain records;

9. For recovery of civil penalties pursuant to Labor Code section 2699(f)(2), to the extent that Section 2699(a) does not apply and/or where a statutory civil penalty is not provided, including but not limited to failing to comply with Labor Code sections 201-203, 204, 226, 226.7, 510, 512, 1194, 1197, and 1198.

10. Compensatory damages according to proof;

11. Statutory damages as provided under the Labor Code;

12. Liquidated damages as provided under the Labor Code;

13. Pre-judgment interest on all sums collected;

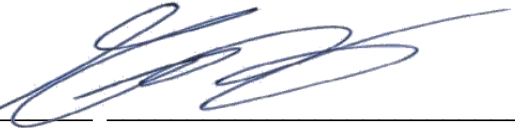
14. Reasonable attorneys' fees and costs, pursuant to Labor Code sections 218.5, 226, 226(h), 1194, the PAGA, and Code of Civil Procedure section 1021.5 or other applicable law;

15. Costs of suit; and,

16. Any other relief this Court deems proper.

COHELAN KHOURY & SINGER
HEKMAT LAW GROUP

Dated: March 25, 2024

By: 

Michael D. Singer, Esq.

Marta Manus, Esq.

Attorneys for Plaintiff Zachary Chicos

///

///

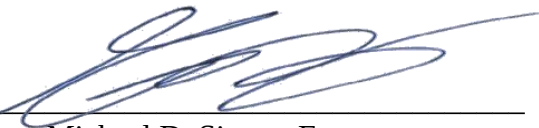
///

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial of all claims triable as of right by jury.

COHELAN KHOURY & SINGER
HEKMAT LAW GROUP

Dated: March 25, 2024

By: 

Michael D. Singer, Esq.

Marta Manus, Esq.

Attorneys for Plaintiff Zachary Chicos