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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF SAN JOAQUIN**

FILED

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10 **MARCO VAZQUEZ aka MARCO**
11 **VASQUEZ,**

12 **Plaintiff,**

13 **vs.**

14 **JLC FOODS, LLC; AJMER PUREWAL;**
15 **and DOES 1 to 25, inclusive,**

16 **Defendants.**

CASE NO.:

STK-CV-00E -2024-8401

COMPLAINT FOR DAMAGES FOR:

- 1) **FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) **FAILURE TO PAY MINIMUM WAGES;**
- 3) **FAILURE TO PAY OVERTIME;**
- 4) **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 6) **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 7) **FAILURE TO PROVIDE REST BREAKS;**
- 8) **FAILURE TO PROVIDE MEAL BREAKS;**
- 9) **FAILURE TO REIMBURSE BUSINESS EXPENSES;**
- 10) **PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**
- 11) **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200.**

JURY TRIAL DEMANDED

COMES NOW Plaintiff, MARCO VAZQUEZ aka MARCO VASQUEZ (hereinafter "Plaintiff"), and alleges as follows:

PARTIES, JURISDICTION, and VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of San Joaquin in this judicial district because Defendants JLC FOODS, LLC; AJMER PUREWAL ; and DOES 1 to 25, inclusive (hereinafter collectively "JLC" or "Defendant(s)") do business in the County of San Joaquin, and because Defendants' obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of San Joaquin is the subject of this action. Moreover, Plaintiff's damages sought herein exceed \$35,000.

2. Plaintiff is a male resident of the State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant JLC FOODS, LLC is a California Limited Liability Company, doing business in the County of San Joaquin, State of California, and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant AJMER PUREWAL is a male resident of the State of California, and the owner, managing agent, and/or director JLC FOODS, LLC. Defendant AJMER PUREWAL is being included in this lawsuit pursuant to Labor Code Section 558.1 in that he was involved in the day-to-day operations of the business, including the wage and hour practices and policies, and, as such, controlled the hours, wages, and/or working conditions of Plaintiff and other hourly, non-exempt employees. Defendants JLC FOODS, LLC and AJMER PUREWAL are collectively referred to herein as "Defendant(s)" (unless otherwise noted) or "JLC".

5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or

1 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
2 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
3 defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible
4 for the conduct alleged herein. Upon discovering the true names and capacities of these
5 fictitiously named defendants, Plaintiff will amend this complaint to show the true names and
6 capacities of these fictitiously named defendants.

7
8 6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
9 that information and belief, alleges that at all times herein mentioned, each of the remaining
10 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
11 under the authority of their agency, employment, or representative capacity, with the consent of
12 his/her codefendants.

13 **GENERAL ALLEGATIONS**

14
15 7. Plaintiff started working at JLC at a Popeye's restaurant on or around 2019 or
16 2020 as a cook. Plaintiff was classified as an hourly, non-exempt employee. Plaintiff's
17 employment ended on or around December 2023 or January 2024.

18
19 8. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018),
20 Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas
21 Security Services USA, Inc., an onsite security provider. After about a year of employment,
22 Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff
23 specifically alleged violations to the Labor Code requiring immediate payment of wages upon
24 termination of employment and weekly payment of wages to temporary employees. The trial
25 court determined Huff was not a temporary employee, and therefore, lacked standing to bring
26 the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial court
27 granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the issue
28

1 was whether Huff could bring a PAGA claim and sue for Labor Code violations that did not
2 directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the
3 PAGA representative to sue for violations that the representative has personally suffered. The
4 PAGA statute states that an “aggrieved employee” is able to file suit on behalf of themselves
5 and others. The statute also states that an “aggrieved employee” is “any person who was
6 employed by the alleged violator and against whom one or more of the alleged violations was
7 committed.” Because at least one of the violations that Huff had alleged had affected him
8 personally, the Court of Appeal denied Securitas’ motion.
9

10 9. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and
11 other employees, it allows for suits broader than the specific violations the named
12 employee experienced. Therefore, even if the employee did not personally experience the
13 Labor Code violations, the employer may still be liable to under PAGA. Consequently, it is
14 Plaintiff’s position that Plaintiff can equivocally bring the following labor code violations on
15 behalf of all other employees, including ALL hourly, non-exempt employees, irrespective of
16 job title or job duties.
17

18 10. It is Plaintiff’s position that JLC has violated the following Labor Code Sections
19 against Plaintiff and other similarly situated aggrieved employees, who include all non-exempt,
20 hourly employees who worked for JLC at ALL of their restaurant locations in the State of
21 California during the relevant PAGA period.
22

23 11. JLC violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it failed to pay
24 Plaintiff and other similarly situated aggrieved employees for all hours worked, including the
25 statutory minimum wage for all hours worked and for “off the clock” work. This is so because
26 JLC had a company policy wherein they would disproportionately round down the number
27 of hours worked, resulting in “time shaving” and further resulting in aggrieved employees not
28

1 being paid for all hours worked. Furthermore, and since Plaintiff and others regularly worked
2 through their meal periods while "off the clock" and while clocked out, they were not
3 compensated for all hours worked, which would be akin to a minimum wage violation.
4 Furthermore, JLC did not pay proper reporting time pay to employees.
5

6 12. Due to the above "off the clock" violations, JLC also violated Labor Code §510 because
7 it failed to pay Plaintiff and other aggrieved employees overtime compensation, even though
8 they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout
9 their employment. Plaintiff's and other aggrieved employees' actual work hours,
10 including working through meal breaks and the "off the clock" work, entitled them to
11 overtime compensation, however, JLC did not compensate its hourly, non-exempt employees
12 with the correct amount of overtime due to the "off the clock" work and time shaving as
13 described above. Furthermore, JLC failed to include bonuses/incentive payments in calculating
14 employees' regular rate of pay for use in deciphering the correct overtime rate of pay.
15 Additionally, the incentive and bonus payments were also not factored into employees' regular
16 rate for purposes of receiving meal and rest break premiums per the Ferra v. Loews case.
17

18 13. JLC also violated Labor Code § 226.7 and the appropriate Industrial Welfare
19 Commission Wage Order no. 5 because it failed to provide Plaintiff and other similarly
20 situated aggrieved employees with 10-minute rest periods for every four hours of work, or
21 majority portion thereof, throughout their employment. JLC did not completely relieve
22 Plaintiff and others of all duty during said rest periods. JLC did not pay to Plaintiff and others
23 one additional hour of pay at Plaintiff's regular rate of compensation for each workday that one
24 or more statutory rest periods was not provided. It was not part of the company policy for
25 employees such as Plaintiff to take at least two rest breaks per shift. The concept of rest breaks
26 was not consistently implemented as it was not company policy. Moreover, it would not have
27
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1 been possible for employees such as Plaintiff to take such rest breaks due to being understaffed
2 and due to a heavy workload, especially in the fast-paced restaurant industry. As such, the
3 culture as well as the policies and procedures of JLC did not lend itself to the employees
4 receiving consistent statutory rest breaks wherein they were relieved of all work duties. The
5 environment at JLC was not conducive to receiving multiple statutory rest breaks under
6 California law and timely, statutory rest breaks were not authorized or enforced.

7
8 14. JLC violated Labor Code §§ 512 and 226.7 and the appropriate Industrial Welfare
9 Commission Wage Order no. 5 because it failed to provide hourly, non-exempt employees,
10 including Plaintiff and others, the requisite 30-minute, uninterrupted meal periods for every
11 five (5) hours of work throughout their employment. JLC did not completely relieve Plaintiff
12 and other employees of all duty during said meal periods. JLC did not pay to Plaintiff and its
13 hourly, non-exempt employees one additional hour of pay at their regular rate of compensation
14 for each workday that one or more statutory meal periods was not provided. The hourly, non-
15 exempt employees would often not be able to receive timely meal periods before the 5th hour
16 worked that were actually uninterrupted. The latter was due to the workload and due to being
17 in a fast-paced restaurant industry. As alluded to above, Plaintiff's meal breaks would often be
18 interrupted due to Plaintiff being asked by management to perform work-related. Like the rest
19 breaks, receiving a thirty-minute uninterrupted and timely meal break was not part of the
20 company culture and was not enforced by JLC. Consequently, it was the normal practice and
21 custom of JLC not to authorize, permit, and enforce timely statutory meal periods. If JLC
22 had Plaintiff sign a meal period waiver, it would not be valid and enforceable since Plaintiff
23 and others generally worked more than a 6-hour shift. Even if Plaintiff's and others' shifts
24 were less than 6 hours, Plaintiff did not sign a meal period waiver wherein he was able to
25 revoke the agreement. If JLC had Plaintiff sign an on-duty meal period agreement wherein
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1 Plaintiff agreed to work through the meal periods, it would be invalid and unenforceable
2 because the nature of Plaintiff's job does not and did not prevent him from taking a meal
3 period and the company could have hired "breakers" to relieve Plaintiff of his job duties so
4 that he can actually take a timely, uninterrupted meal period. Moreover, any such "on duty"
5 meal period agreement did not allow Plaintiff and others to revoke such an agreement even if it
6 was signed. As such, Plaintiff and others did not receive statutory, timely meal periods during
7 their employment. To the extent that JLC argues that employees receive meal break premium
8 pay for missed meal periods, that argument is inconsequential for PAGA penalty purposes
9 since the PAGA penalties are for the violations themselves, irrespective of whether an
10 employee received the premium payment for a missed, short, or interrupted meal period. In
11 *Kirby v. Immoos Fire Protection, Inc.*, the Court stated, "section 226.7 does not give
12 employers a lawful choice between providing *either* meal and rest breaks *or* an additional hour
13 of pay." *See Kirby v. Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in
14 original). Thus, the extra hour of pay does not excuse the violation; the employer has still
15 committed a violation even if the remedy for the violation has been paid. *See Wert v. U.S.*
16 *Bancorp*, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4). As such, the work environment
17 and culture at JLC was not conducive to receiving consistent, timely, statutory meal breaks
18 under California law. Moreover, any meal or rest break premiums paid were not compensated
19 at the weighted average regular rate, inclusive of bonuses and/or incentive payments as well as
20 overtime compensation.

21
22
23
24 15. Furthermore, during the relevant time period, and due to the above labor code
25 violations, JLC failed to pay Plaintiff and other similarly situated aggrieved employees all
26 wages due to them within any time period specified by California Labor Code section 204.
27 Since Plaintiff was personally not compensated for all hours worked and did not receive all
28

1 meal and rest break premium payments for missed, late, or short meal/rest periods, JLC
2 would have certainly violated section 204 as to Plaintiff. JLC was also in violation of
3 California Labor Code section 226(a) by failing to include pertinent information on the wage
4 statements, including but not limited to, the correct hourly rate, all hours worked, overtime
5 hours worked, correct overtime pay, gross wages earned, net wages earned, tips, premium pay
6 for missed meal and rest breaks, all deductions, the correct start and end of the pay period, all
7 employee identifying information, the correct and complete name and address of the legal
8 employer, and reimbursement for business expenses, among others. As such, JLC did not
9 provide Plaintiff and other similarly situated aggrieved employees with complete, accurate
10 itemized wage statements.
11

12 16. During the relevant time period, JLC also failed to keep accurate and complete payroll
13 records showing the actual hours worked per day and the wages paid to Plaintiff and others
14 pursuant to California Labor Code sections 1174(d).
15

16 17. JLC also violated Labor Code § 203 because it willfully failed to pay Plaintiff and
17 other similarly situated aggrieved employees earned and due wages upon separation of
18 employment, either immediately upon involuntary termination, or within 72 hours of
19 resignation. These earned but unpaid wages include compensation for all hours worked,
20 including minimum wages, overtime compensation, and premium pay for missed meal and rest
21 breaks. Since Plaintiff was shorted on his hours and was not paid his full wages, including for
22 “off the clock work” and proper meal/rest period premiums, JLC would have unequivocally
23 violated Labor Code section 203 as to Plaintiff.
24

25 18. During the relevant time period, Plaintiff and other aggrieved employees incurred
26 necessary, business-related expenses and costs that were not reimbursed by JLC. These costs
27 include, but are not limited to, uniforms. Accordingly, JLC was in violation of California
28

1 Labor Code sections 2800 and 2802.

2 19. Furthermore, JLC did not provide for proper and correct/accurate sick pay that was
3 also delineated on employee pay stubs and also failed to provide proper sick leave in violation
4 of Labor Code sections 233 and 246.

5 20. Additionally, JLC violated Labor Code Section 351 and 353 by taking some of the
6 tips meant for employees and also deducting the tips from others' earned wages. JLC also
7 deducted the credit card fee from others' tips and did not timely provide the credit card and
8 even cash tips to other aggrieved employees. As such, other similarly situated employees were
9 not given accurate tips to which they were entitled.

10 21. Each of the aforementioned violations, except the violations for inaccurate pay
11 statements under Labor Code section 226(a), is among the enumerated serious violations set
12 forth in Labor Code § 2699.5, for which there is no statutory right to cure.
13

14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

16
17 **(California Industrial Welfare Commission Order 5-2001, California Code of
18 Regulations Title 8 Section 11050, and California Labor Code Section 1198)**

19 **(Plaintiff against all named defendants and all DOE defendants)**

20 22. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 21, inclusive, of this Complaint as though fully set forth herein.

22 23. At all times relevant herein, Defendants were required to compensate its employees for
23 all hours worked upon reporting for work at the appointed time stated by the employer
24 pursuant to Industrial Welfare Commission Order 5-2001, California Code of Regulations,
25 Title 8, Section 11050.
26

27 24. For the three (3) years preceding filing of this action, Defendants failed to compensate
28

1 Plaintiff for all hours worked.

2 25. Under the aforementioned wage order and regulations, Plaintiff is to recover
3 compensation for all hours worked but not paid by Defendants for the three (3) years
4 preceding the filing of this Complaint.

5 26. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
6 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
7 this Court.

8 27. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
9 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
10 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
11 reasonable attorney's fees and costs of suit.

12 28. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
13 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
14 amount known to Plaintiff once he has obtained all of his payroll records from Defendants.
15

16
17 **SECOND CAUSE OF ACTION**

18 **FAILURE TO PAY MINIMUM WAGES**

19 **(California Labor Code Sections 1194, 1194.2, 1197)**

20 **(Plaintiff against all named defendants and all DOE defendants)**

21 29. Plaintiff re-alleges and incorporates by reference each and every allegation in
22 paragraphs 1 through 28, inclusive, of this Complaint as though fully set forth herein.

23 30. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
24 to suffer or permit a California employee to work without paying wages at the minimum wage
25 rate for all hours worked as required by the applicable Industrial Welfare Commission
26 (hereinafter "IWC") Wage Order No. 5-2001, codified at California Code of Regulations, Title
27
28

1 8, Section 11050, subdivision 4.

2 31. Pursuant to IWC Wage Order no. 5-2001, subdivision 2(K)/(H), at all relevant
3 times, "hours worked" included "the time during which an employee is subject to the control of
4 an employer, and includes all the time the employee is suffered or permitted to work, whether
5 or not required to do so..."

6 32. During his employment, Plaintiff was regularly required as a matter of uniform
7 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
8 was paid less than the minimum wage rate by Defendants for hours worked in violation of
9 California Labor Code Section 1197 and the applicable California Industrial Wage
10 Commission wage order(s).

12 33. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
13 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
14 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
15 to believe that their acts or omissions were not contrary to California law.

17 34. For all hours worked by Plaintiff for which he was paid less than the minimum wage
18 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
19 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
20 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
21 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

22 35. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
23 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
24 trial.

25 **THIRD CAUSE OF ACTION**

26 **FAILURE TO PAY OVERTIME**

27 (California Industrial Welfare Commission Order 5-2001, California Code of
28

1 **Regulations Title 8 Section 11050; California Labor Code Section 510)**

2 **(Plaintiff against all named defendants and all DOE defendants)**

3 36. Plaintiff re-alleges and incorporates by reference each and every allegation in
4 paragraphs 1 through 35, inclusive, of this Complaint as though fully set forth herein.
5

6 37. Pursuant to Industrial Welfare Commission Order No. 5-2001, Cal. Code of Regs., Title
7 8, Section 11050, for the period of Plaintiff's employment, Defendants were required to
8 compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5) times the
9 regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours in a
10 week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours
11 in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a week.
12

13 38. Plaintiff was a non-exempt employee entitled to the protections of the California
14 Industrial Welfare Commission Order No. 5-2001, California Code of Regulations, Title 8,
15 Section 11050.

16 39. Plaintiff worked more than eight (8) hours in a single workday, twelve (12) hours in a
17 single workday or forty (40) hours in a single workweek on numerous occasions.

18 40. Plaintiff was entitled to the above overtime premiums.

19 41. Defendants did not pay Plaintiff premium wages of at least one and one-half times
20 Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did not pay
21 Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past
22 twelve (12) in a day.
23

24 42. Defendants did not pay Plaintiff premium wages of at least one and one-half times
25 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

26 43. Plaintiff worked at least one pay period in which he was not properly paid overtime
27 within the three (3) years prior to the initiation of this lawsuit.
28

1 44. Defendants know or should know the actual dates of overtime worked, the amount of
2 overtime worked, and the amount of unpaid overtime due.

3 45. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
4 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
5 Court.
6

7 46. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
8 Regulations, Title 8, Sections 11050, Plaintiff is entitled to recover damages for the
9 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
10 reasonable attorney's fees and costs of suit.
11

12 47. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
13 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
14 trial.

15 **FOURTH CAUSE OF ACTION**

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

17 **(California Labor Code Section 226)**

18 **(Plaintiff against all named defendants and all DOE defendants)**

19 48. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 47, inclusive, of this Complaint as though fully set forth herein.
21

22 49. Pursuant to California Labor Code Section 226, every employer must furnish each
23 employee an itemized statement of wages and deductions at the time of payment of wages.

24 50. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
25 accurately reflected all information required by Labor Code Section 226, including but not
26 limited to, gross wages earned, including overtime, minimum wages, and premium pay for
27 missed meal and rest breaks, net wages earned, total hours worked by the employee, and all
28

1 deductions. Therefore, Defendants failed to maintain and provide accurate itemized wage
2 statements to Plaintiff in accordance with California Labor Code Section 226(a).

3 51. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
4 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
5 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
6 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
7 reasonable attorney's fees.
8

9 52. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
10 sustained damages, including loss of earnings, in an amount to be established at trial. As a
11 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
12 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
13 and attorney's fees pursuant to statute.
14

15 53. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
16 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
17 trial.
18

19 **FIFTH CAUSE OF ACTION**

20 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

21 **(California Labor Code Sections 201, 203)**

22 **(Plaintiff against all named defendants and all DOE defendants)**

23 54. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs
24 1 through 53, inclusive, of this Complaint as though fully set forth herein.

25 55. Pursuant to California Labor Code Section 201(a), an employer who discharges an
26 employee must immediately pay for all compensation due and owing.

27 56. Pursuant to California Labor Code Section 202, when an employee resigns, the employer
28 must pay all compensation due and owing within 72 hours of resignation, or on the employee's
last day of work, if the employee gives more than 72 hours notice of resignation.

1 57. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
2 without abatement or reduction, any wages of an employee whose employment ends, the wages
3 of the employee shall continue as a penalty from the due date at the same rate until paid or until
4 an action is commenced; however, the wages shall not continue for more than 30 days for
5 failure to pay an employee owed wages.

6 58. After Plaintiff's employment with Defendants ended and after Plaintiff was terminated
7 from his employment, Defendants willfully refused and continue to refuse to pay him unpaid
8 wages as required by Labor Code Section 203.

9 59. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
10 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
11 trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately
12 preceding the filing of this lawsuit.

13 60. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
14 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
15 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

16 61. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
17 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
18 trial.

19 **SIXTH CAUSE OF ACTION**

20 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

21 **(California Labor Code Section 204)**

22 **(Plaintiff against all named defendants and all DOE defendants)**

23 62. Plaintiff re-alleges and incorporates by reference each and every allegation in
24 paragraphs 1 through 61, inclusive, of this Complaint as though fully set forth herein.

25 63. California Labor Code Section 204 establishes the fundamental right of all employees
26 in the State of California to be paid wages in a timely fashion for their work.

27 64. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
28

1 full amount of all owed wages when due as required by California Labor Code Section 204.

2 65. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
3 informed, believes, and thereon alleges, that all times relevant during the liability period,
4 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
5 including overtime hours, the minimum wage, and premium pay for missed meal and rest
6 breaks.
7

8 66. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
9 amount, subject to proof, to the extent he was not paid all wages each pay period. The precise
10 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
11 from Defendants' records or indirectly based on information from Defendants' records.
12

13 67. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
14 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
15 trial.
16

17 **SEVENTH CAUSE OF ACTION**

18 **FAILURE TO GIVE REST BREAKS**

19 **(Plaintiff against all named defendants and all DOE defendants)**

20 68. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 67, inclusive, of this Complaint as though fully set forth herein.
22

23 69. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 24 a. Title 8 of the California Code of Regulations Sections 11050(12)(A), which
25 provides that every employer shall authorize and permit all employees to take rest
26 periods, which insofar as practicable shall be in the middle of each work period.

27 The authorized rest period time shall be based on the total hours worked daily at the
28

1 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;

2 b. Title 8 of the California Code of Regulations Sections 11050(12)(B), which
3 provides that if an employer fails to provide an employee a rest period in
4 accordance with the applicable provisions of this order, the employer shall pay the
5 employee one (1) hour of pay at employee's regular rate of compensation for each
6 workday that the rest period is not provided;

7 c. Title 8 of the California Code of Regulations sections 11050(20)(A), which
8 penalizes the employer \$50.00 for each initial violation, per employee, of any
9 provision of the Wage Order, and \$100.00 for each additional violation thereafter
10 per employee; and

11 d. California Labor Code section 226.7, which states that (a) no employer shall require
12 any employee to work during any rest period mandated by an applicable order of
13 the Industrial Welfare Commission, and (b) if an employer fails to provide an
14 employee a rest period in accordance with an applicable order of the Industrial
15 Welfare Commission, the employer shall pay the employee one (1) additional hour
16 of pay at employee's regular rate of compensation for each work day that the rest
17 period is not provided.
18
19

20 70. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute
21 rest break after every four (4) hours of work or major fraction thereof, as required by California
22 law.

23 71. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
24 regulations, and wage orders alleged in this cause of action along with any allowable interest,
25 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
26 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
27
28

1 72. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
2 fees as well as interest under Labor Code section 218.6.

3 73. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
4 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
5 trial.

6 **EIGHTH CAUSE OF ACTION**

7 **FAILURE TO GIVE MEAL BREAKS**

8 **(Plaintiff against all named defendants and all DOE defendants)**

9
10 74. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 73, inclusive, of this Complaint as though fully set forth herein.

12 75. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 13 a. California Labor Code section 512(a), which requires that employees be given a 30-
14 minute uninterrupted meal break after five (5) hours of work, and a second
15 uninterrupted meal break after ten (10) hours of work;
16
17 b. California Labor Code section 226.7, which states that (a) no employer shall require
18 any employee to work during any meal period mandated by an applicable order of
19 the Industrial Welfare Commission, and (b) if any employer fails to provide an
20 employee a meal period in accordance with an applicable order of the Industrial
21 Welfare Commission, the employer shall pay the employee one (1) additional hour
22 of pay at the employee's regular rate of compensation for each workday that the
23 meal period is not provided;
24
25 c. California Industrial Welfare Commission Order No. 5 section 11(B), as codified
26 under Title 8 of the California Code of Regulations Section 11050, which states that
27 if an employer fails to provide an employee a meal period in accordance with the
28

1 applicable provisions of the Wage Order, the employer shall pay the employee one
2 (1) hour of pay at the employee's regular rate of compensation for each workday
3 that the meal period is not provided;

4 d. California Industrial Welfare Commission Wage Order No. 5 Section 7(A)(3), as
5 codified under Title 8 of the California Code of Regulations Section 11050, which
6 requires an employer to maintain records documenting its employees' meal periods;

7 e. California Industrial Welfare Commission wage order No. 5 Section 20(A), as
8 codified under California Code of Regulations Section 11050, which penalizes the
9 employer \$50.00 for each initial violation, per employee, of any provision of the
10 Wage Order, and \$100.00 for each additional violation thereafter per employee; and

11 f. California Labor Code section 1171 and 1173, which have given the California
12 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 5)
13 as enforceable law.
14

15 76. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks
16 after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to
17 take a second relieved meal break after ten (10) hours of work, as required by California law.
18 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
19 5, as codified under California Code of Regulations Sections 11050 et. seq. requires that
20 employees receive uninterrupted meal periods every five (5) hours of consecutive work, and
21 that the meal period be at least 30 minutes in length, wherein employee is relieved of all work
22 duty. California Labor Code section 226.7 provides that employers may not require their
23 employees to work through their meal periods. California Labor Code section 226.7 and
24 California Code of Regulations section 11050 requires that if the employer fails to provide the
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1 employee with an uninterrupted meal period, the employer must pay the employee one (1) hour
2 of pay for each work day that the meal period is not given.

3 77. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
4 regulations, and wage orders alleged in this cause of action along with any allowable interest,
5 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
6 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

7 78. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
8 fees as well as interest under Labor Code section 218.6.

9 79. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
10 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
11 trial.
12

13 **NINTH CAUSE OF ACTION**

14 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

15 **(Plaintiff against All Named Defendants and all DOE defendants)**

16 80. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 79, inclusive, of this Complaint as though fully set forth herein.

18 81. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
19 employee for all necessary expenditures or losses incurred by the employee in direct
20 consequence of the discharge of his or her duties."
21

22 82. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
23 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
24 of completing his job duties, which were not reimbursed by Defendant. These expenses
25 include, but are not limited to, uniforms.
26

27 83. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
28

1 and attorney's fees and costs, under Labor Code section 2802.

2 **TENTH CAUSE OF ACTION**

3 **PRIVATE ATTORNEYS GENERAL ACT**

4 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
5 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 233, 246, 351, 353, 510, 512, 558, 1174,**
6 **1174.5, 1194, 1197.1, 1198, 2802)**

7 **(Plaintiff against All Named Defendants and all DOE defendants)**

8 84. Plaintiff re-alleges and incorporates by reference each and every allegation in
9 paragraphs 1 through 83, inclusive, of this Complaint as though fully set forth herein.

10 85. Plaintiff has complied with the procedures for bringing suit specified in California Labor
11 Code § 2699.3. By letter dated March 20, 2024, Plaintiff gave written notice by certified mail to
12 the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific
13 provisions of the California Labor Code alleged to have been violated, including the facts and
14 theories to support the alleged violations.

15 86. Pursuant to California Labor code section 2699.3, no response was received from the
16 LWDA within 65 days of the postmark date of the above-alleged letter.

17 87. Plaintiff therefore has exhausted all administrative remedies required of him under
18 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
19 cause of action and pursue penalties in a representative action for Defendants' violations of the
20 Labor Code.

21 88. Pursuant to California Labor Code section 2699, any provisions of the Labor
22 Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its
23 departments, divisions, commissions, boards, agencies, or employees for violation of the code
24 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
25 on behalf of himself or herself and other current or former employees pursuant to the procedures
26 specified in California Labor Code section 2699.3.

27 89. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
28 violator and had one or more of the alleged violations committed against him, and therefore is
properly suited to represent the interests of other current and former employees, including all

1 current and former hourly, non-exempt employees who worked for JLC at any and all locations
2 in California during the applicable PAGA Period.

3 90. Based on the acts alleged above, Plaintiff, on behalf of others, seeks penalties
4 under California Labor Code sections 2698 and 2699 because of Defendants' violations of
5 numerous provisions of the California Labor Code as alleged in this Complaint.

6 91. Plaintiff therefore has exhausted all administrative remedies required of him under
7 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute
8 this cause of action and pursue penalties in a representative action for Defendants' violations of
9 the Labor Code.

10 92. California Labor Code section 2699 et seq. imposes penalties upon culpable
11 Defendants for violating the Labor Code.

12 93. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
13 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
14 seeking individual penalties/victim specific relief or underpaid wages for himself or other
15 employees under this specific PAGA cause of action.

16 94. Specifically, Plaintiff seeks penalties under California Labor Code
17 section 2699, for the following:

18 Violations of California Labor Code sections 201, 202, 203, 204, and/or 204b, 210, 226,
19 226.3, 226.7, 233, 246, 351, 353, 510, 512, 558, 1174, 1174.5, 1194, 1197.1, 1198, 2802,
20 and any other Labor Codes/Industrial Welfare Commission Order (No. 5) violated based on
21 the facts alleged in this Complaint.

22 95. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
23 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved employees
24 as alleged herein in an amount to be shown according to proof at trial and within the jurisdictional
25 limits of this Court.

26 **ELEVENTH CAUSE OF ACTION**

27 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

28 **(California Business and Professions Code Section 17200)**

(Plaintiff against All Named Defendants and all DOE defendants)

1 96. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 95, inclusive, of this Complaint as though fully set forth herein.

3 97. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
4 constitutes unfair and unlawful business practices under California Business and Professions
5 Code Section 17200, et seq.

6 98. Defendant's violations of the California labor laws and the Labor Code
7 constitutes a business practice because it was done repeatedly over a significant period of time
8 in a systematic manner that was detrimental to Plaintiff and other employees.

9 99. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to
10 reasonable attorneys' fees and costs of said suit as specifically provided in California Code of
11 Civil Procedure Section 1021.5 and California Business and Professions Code section 17200 et
12 seq.

13 100. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to
14 multiple damages as specifically provided in California Business and Professions Code section
15 17200 et seq.

16 101. For the four years preceding the filing of this action, Plaintiff requests
17 restitution of all monies and profits to be disgorged from Defendants in an amount according to
18 proof at time of trial, but in excess of the jurisdiction of this Court.

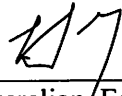
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21 **PRAYER FOR RELIEF**

- 22
- 23 1. For compensatory damages including lost past and future wages, overtime,
24 commissions, and all other sums of money, including employment benefits, together
25 with interest on said amounts, and any other economic injury to Plaintiff, according to
26 proof;
 - 27 2. For special and consequential damages to the extent allowed by law;
 - 28 3. For restitution and disgorgement for all unfair business practices by corporate

- 1 Defendants against Plaintiff in an amount according to proof;
- 2 4. For an order enjoining corporate Defendants from further unfair and unlawful business
- 3 practices in violation of Business and Professions Code section 17200, et seq.;
- 4 5. For damages and penalties against Defendants under Labor Code sections 203/204/210/
- 5 226 for Plaintiff in an amount subject to proof at trial;
- 6 6. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
- 7 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period.
- 8 7. For one hour of wages due to Plaintiff for each work period of at least three-and-a-half
- 9 (3.5) hours when Plaintiff did not receive an uninterrupted ten (10) minute rest period.
- 10 8. For maximum civil penalties available under the Labor Code and applicable Wage Order
- 11 against Defendant as described more particularly in the Complaint and Representative
- 12 PAGA claim/action;
- 13 9. For all remedies available to Plaintiff under the applicable Wage Order and the
- 14 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
- 15 liquidated damages, damages, penalties, and waiting time penalties according to proof
- 16 to the extent permitted by law;
- 17 10. For the imposition of civil penalties and/or statutory penalties;
- 18 11. Reasonable attorney's fees where available by law, including but not limited to,
- 19 pursuant to the California Labor Code, including section 2698, and/or other
- 20 applicable laws; and
- 21 12. Costs and expenses of suit incurred herein;
- 22 13. For all interest as allowed by law;
- 23 14. For such other and further relief as the Court deems just and proper.

24 DATED: July 17, 2024

MESSRELIAN LAW INC.

25 By 
26 Harout Messrelian, Esq.
27 Attorneys for Plaintiff
28

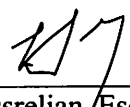
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

DATED: July 17, 2024

MESSRELIAN LAW INC.

By  _____
Harout Messrelian, Esq.
Attorneys for Plaintiff