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Attorneys for Plaintiff Kevin Clobes

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

KEVIN CLOBES,

Plaintiff,

vs.

JCE ENTERPRISES LLC; LEO  
PEARLMAN; JESSE COLLINS; and  
DOES 1 to 25, inclusive,

Defendants.

CASE NO.: **24STCV14292**

**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 OWED EVERY PAY PERIOD;**
- 6) FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 7) FAILURE TO GIVE REST BREAKS;**
- 8) FAILURE TO GIVE MEAL BREAKS;**
- 9) PRIVATE ATTORNEYS GENERAL ACT ("PAGA");**
- 10) FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**
- 11) FAILURE TO PROVIDE PERSONNEL FILE;**
- 12) FAILURE TO PROVIDE PAY RECORDS;**
- 13) VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200.**

**DEMAND FOR JURY TRIAL**

COMES NOW Plaintiff, KEVIN CLOBES (hereinafter “Plaintiff”), and alleges as follows:

**PARTIES, JURISDICTION, VENUE**

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants JCE ENTERPRISES LLC; LEO PEARLMAN; JESSE COLLINS and DOES 1 to 25, inclusive, do business in the County of Los Angeles and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$35,000.

2. Plaintiff is a male resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant JCE ENTERPRISES LLC is a Delaware Limited Liability Company, doing business in Los Angeles County, California, and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendants LEO PEARLMAN and JESSE COLLINS are residents of the State of California and the owners and/or managing agents of JCE ENTERPRISES LLC. LEO PEARLMAN and JESSE COLLINS are being included in this lawsuit pursuant to Labor Code Section 558.1 in that they were involved in the day-to-day activities of the business, including the wage and hour practices and policies, and controlled the hours, wages, and working conditions of Plaintiff and other hourly, non-exempt employees. JCE ENTERPRISES LLC, LEO PEARLMAN and JESSE COLLINS are collectively referred to as “JCE” or “Defendant(s)”.

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  
4 responsible for the conduct alleged herein. Upon discovering the true names and capacities of  
5 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names  
6 and 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  
12 of his/her codefendants.

### 13 **GENERAL ALLEGATIONS**

14 7. Plaintiff started working at JCE as an assistant on or around 2022. Plaintiff was  
15 classified as an hourly, non-exempt employee. Plaintiff's employment ended on or around  
16 February 7, 2024.

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

19 10. It is Plaintiff’s position that JCE has violated the following Labor Code Sections  
20 against Plaintiff and other similarly situated aggrieved employees, who include all non-exempt,  
21 hourly employees who worked for JCE at their various locations in the State of California  
22 during the relevant PAGA period.  
23

24 11. JCE violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it failed to pay  
25 Plaintiff and other similarly situated aggrieved employees for all hours worked, including the  
26 statutory minimum wage for all hours worked and for “off the clock” work. This is so because  
27 JCE had a company policy wherein they would disproportionately round down the number of  
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1 hours worked, resulting in “time shaving” and further resulting in aggrieved employees not  
2 being paid for all hours worked. Furthermore, since Plaintiff and others worked through their  
3 meal periods while “off the clock” or their meal periods were interrupted (which happened  
4 often due to Plaintiff getting phone calls from his boss asking him to complete tasks), they  
5 were not compensated for all hours worked, which would be akin to a minimum wage  
6 violation. Moreover, JCE failed to provide its employees with proper and accurate reporting  
7 time pay. Moreover, Plaintiff would receive text messages from his boss on the weekends  
8 which were work-related and for which Plaintiff was not compensated at all in contravention of  
9 California law. In addition, one look at Plaintiff paystubs indicate that work hours were  
10 generally rounded numbers, which means JCE failed to keep accurate time and rounded work  
11 hours to the detriment of employees such as Plaintiff.  
12

13 12. Due to the above “off the clock” violations, JCE also violated Labor Code §510  
14 because it failed to pay Plaintiff and other aggrieved employees overtime compensation, even  
15 though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week  
16 throughout their employment. Plaintiff’s and other aggrieved employees’ actual work hours  
17 entitled them to overtime compensation, however, JCE did not compensate its hourly, non-  
18 exempt employees with overtime or the correct amount of overtime due to the “off the clock”  
19 work and time shaving as described above. In addition, Plaintiff was not properly paid for  
20 daily/weekly overtime as is, even though he worked over 40 hours per week and over 8 hours  
21 per day (he generally worked 10 hours per day and 50 hours per week while on the clock).  
22 Furthermore, JCE failed to include bonuses/incentive payments in calculating employees’  
23 regular rate of pay for use in deciphering the correct overtime rate of pay. Additionally, the  
24 incentive and bonus payments were also not factored into employees’ regular rate for purposes  
25 of receiving meal and rest break premiums per the Ferra v. Loews case.  
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1 13. JCE also violated Labor Code § 226.7 and the appropriate Industrial Welfare  
2 Commission Wage Order no. 4/12 because it failed to provide Plaintiff and other similarly  
3 situated aggrieved employees with 10-minute rest periods for every four hours of work, or  
4 majority portion thereof, throughout their employment. JCE did not completely relieve  
5 Plaintiff and others of all duty during said rest periods. JCE did not pay to Plaintiff and others  
6 one additional hour of pay at Plaintiff's regular rate of compensation for each workday that one  
7 or more statutory rest periods was not provided. It was not part of the company policy for  
8 employees such as Plaintiff to take at least two timely, uninterrupted rest breaks per shift. The  
9 concept of rest breaks was not consistently implemented as it was not company policy. In fact,  
10 Plaintiff was not able to take rest breaks at all during his shifts and never took one. As such, the  
11 culture as well as the policies and procedures of JCE did not lend itself to the employees  
12 receiving consistent statutory rest breaks wherein they were relieved of all work duties. The  
13 environment at JCE was not conducive to receiving multiple statutory rest breaks under  
14 California law and timely, statutory rest breaks were not authorized or enforced.

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

8  
9 15. Furthermore, during the relevant time period, and due to the above labor code  
10 violations, JCE failed to pay Plaintiff and other similarly situated aggrieved employees all  
11 wages due to them within any time period specified by California Labor Code section 204. JCE  
12 was also in violation of California Labor Code section 226(a) by failing to include pertinent  
13 information on the wage statements, including but not limited to, the correct hourly rate, all  
14 hours worked, overtime hours worked, correct overtime pay, gross wages earned, net wages  
15 earned, premium pay for missed meal and rest breaks, all deductions, the correct start and end  
16 of the pay period, all employee identifying information, the correct and complete name and  
17 address of the legal employer, and reimbursement for business expenses, among others. As  
18 such, JCE did not provide Plaintiff and other similarly situated aggrieved employees with  
19 complete, accurate itemized wage statements.  
20

21 16. During the relevant time period, JCE also failed to keep accurate and complete payroll  
22 records showing the actual hours worked per day and the wages paid to Plaintiff and others  
23 pursuant to California Labor Code sections 1174(d).  
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25 17. JCE also violated Labor Code § 203 because it willfully failed to pay Plaintiff and  
26 other similarly situated aggrieved employees earned and due wages upon separation of  
27 employment, either immediately upon involuntary termination, or within 72 hours of  
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1 resignation. These earned but unpaid wages include compensation for all hours worked,  
2 including minimum wages, overtime compensation, and premium pay for missed, late, or  
3 interrupted meal and rest breaks.

4 18. During the relevant time period, Plaintiff and other aggrieved employees incurred  
5 necessary, business-related expenses and costs that were not fully or accurately reimbursed by  
6 JCE. These costs include, but are not limited to, use of personal cell phones for work purposes  
7 to effectuate their job duties (not fully reimbursed) as well as use of home office supplies for  
8 work-purposes, including internet/Wi-Fi (not reimbursed at all). Furthermore, Plaintiff was  
9 also not reimbursed for mileage in traveling to different locations to perform tasks for his boss  
10 (for instance, driving from Burbank to Inglewood to pick up tickets). Accordingly, JCE was in  
11 violation of California Labor Code sections 2800 and 2802.  
12

13 19. Furthermore, JCE did not provide proper and correct/accurate sick pay that was also  
14 delineated on employee pay stubs and also failed to provide proper sick leave in violation of  
15 Labor Code sections 233 and 246. Moreover, there was no suitable seating/rest break facilities  
16 for the employees pursuant to Wage Order no. 4/12-2001.  
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18 20. Furthermore, Plaintiff believe Defendants have also violated Labor Code Section 558  
19 and has engaged in business practices which violate Business and Professions Code Section  
20 17200.  
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## 22 **FIRST CAUSE OF ACTION**

### 23 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

24 **(California Industrial Welfare Commission Order 4-2001/12-2001, California Code of  
25 Regulations Title 8 Section 11040/11120, and California Labor Code Section 1198)**

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

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

1 22. At all times relevant herein, Defendants were required to compensate its employees for  
2 all hours worked upon reporting for work at the appointed time stated by the employer  
3 pursuant to Industrial Welfare Commission Order 4-2001/12-2001, California Code of  
4 Regulations, Title 8, Section 11040/11120.

5 23. For the three (3) years preceding filing of this action, Defendants failed to compensate  
6 Plaintiff for all hours worked.

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

10 25. As a proximate result of the aforementioned violations, Plaintiff has been damaged in  
11 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of  
12 this Court.

13 26. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and  
14 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is  
15 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus  
16 reasonable attorney's fees and costs of suit.

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

21 **SECOND CAUSE OF ACTION**

22 **FAILURE TO PAY MINIMUM WAGES**

23 **(California Labor Code Sections 1194, 1194.2, 1197; IWC Wage Order no. 4-2001/12-  
2001)**

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

25 28. Plaintiff re-alleges and incorporates by reference each and every allegation in  
26 paragraphs 1 through 27, inclusive, of this Complaint as though fully set forth herein.

27 29. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer  
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1 to suffer or permit a California employee to work without paying wages at the minimum wage  
2 rate for all hours worked as required by the applicable Industrial Welfare Commission  
3 (hereinafter "IWC") Wage Order No. 4-2001/12-2001, codified at California Code of  
4 Regulations, Title 8, Section 11050, subdivision 4.

5 30. Pursuant to IWC Wage Order no. 4-2001/12-2001 subdivision 2(K)/(H), at all relevant  
6 times, "hours worked" included "the time during which an employee is subject to the control of  
7 an employer, and includes all the time the employee is suffered or permitted to work, whether  
8 or not required to do so..."

9 31. Plaintiff was, at all relevant times, under the control of Defendants and suffered or  
10 permitted to work by Defendants.

11 32. Defendants' acts or omissions in failing to adequately compensate Plaintiff were  
12 not in good faith nor were there reasonable grounds for Defendants  
13 to believe that their acts or omissions were not contrary to California law.

14 33. For all hours worked by Plaintiff for which he was paid less than twice the minimum  
15 wage rate by Defendants, Plaintiff is entitled to not less than two times the applicable  
16 California minimum wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated  
17 damages in an amount equal to unpaid minimum wages and interests thereon.

18 34. Pursuant to Labor Code Section 1194, Plaintiff is also entitled to attorney's fees, costs  
19 and interests according to proof.

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

23 **THIRD CAUSE OF ACTION**

24 **FAILURE TO PAY OVERTIME**

25 **(California Industrial Welfare Commission Order 4-2001/12-2001, California Code of**  
26 **Regulations Title 8 Section 11040/11120, California Labor Code sections 510, 1194)**

27 **(Plaintiff against all named defendants and all DOE defendants)**  
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1 36. Plaintiff re-alleges and incorporates by reference each and every allegation in  
2 paragraphs 1 through 35, inclusive, of this Complaint as though fully set forth herein.

3 37. Pursuant to Industrial Welfare Commission Order No. 4-2001/12-2001, California  
4 Code of Regulations, Title 8, Section 11040/11120, for the period of Plaintiff's employment,  
5 Defendants were required to compensate Plaintiff for all overtime, which is calculated at one  
6 and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day  
7 or forty (40) hours in a week, and two (2) times the regular rate of pay for hours worked in  
8 excess of twelve (12) hours in a day or hours worked in excess of eight (8) on the seventh  
9 consecutive work day in a week.

10 38. Plaintiff was a non-exempt employee entitled to the protections of the California  
11 Industrial Welfare Commission Order No. 4-2001/12-2001, California Code of Regulations,  
12 Title 8, Section 11040/11120.

13 39. Plaintiff worked more than eight (8) hours in a single workday or forty (40) hours in a  
14 single workweek on numerous occasions.

15 40. Plaintiff worked more than twelve (12) hours in a single workday.

16 41. Plaintiff was entitled to the above overtime premiums.

17 42. Defendants did not pay Plaintiff premium wages of at least one and one-half times  
18 Plaintiff's regular correct rate of pay (two times the minimum wage) for hours worked past  
19 eight (8) in a day.

20 43. Defendants did not pay Plaintiff premium wages of at least one and one-half times  
21 Plaintiff's regular, correct rate of pay (two times the minimum wage) for hours worked past  
22 forty (40) in a week.

23 44. Defendants did not pay Plaintiff premium wages of at least two times Plaintiff's  
24 regular, correct rate of pay (two times the minimum wage) for hours worked past twelve (12)  
25 in a day.

26 45. Plaintiff worked at least one pay period in which he was not properly paid the correct  
27 amount of overtime within the three (3) years prior to the initiation of this lawsuit.  
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1 46. 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 47. 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 48. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of  
7 Regulations, Title 8, Sections 11040/11120, Plaintiff is entitled to recover damages for the  
8 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus  
9 reasonable attorney's fees and costs of suit.

10 **FOURTH CAUSE OF ACTION**

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

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

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

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

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

18 51. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that  
19 accurately reflected all information required by Labor Code Section 226, including but not  
20 limited to, gross wages earned (regular and overtime hours), net wages earned, premium pay  
21 for missed meal and rest breaks, total hours worked by the employee, and all deductions.  
22 Therefore, Defendants failed to maintain and provide accurate itemized wage  
23 statements to Plaintiff in accordance with California Labor Code Section 226(a).

24 52. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the  
25 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation  
26 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay  
27 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and  
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1 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to  
2 the 1-year period immediately preceding the date this lawsuit was filed.

3 53. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has  
4 sustained damages, including loss of earnings, in an amount to be established at trial. As a  
5 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,  
6 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs  
7 and attorney's fees pursuant to statute.

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

11 **FIFTH CAUSE OF ACTION**

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

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

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

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

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

19 57. At all times relevant during the liability period, Defendants failed to pay Plaintiff the  
20 full amount of all owed wages when due as required by California Labor Code Section 204.

21 58. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is  
22 informed, believes, and thereon alleges, that all times relevant during the liability period,  
23 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,  
24 including twice the minimum wage and the correct amount of overtime as well as premium pay  
25 for missed meal and rest breaks, and business expense reimbursement.

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

3 60. 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 **SIXTH CAUSE OF ACTION**

### 7 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

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

9 61. Plaintiff re-alleges and incorporates by reference each and every allegation in  
10 paragraphs 1 through 60, inclusive, of this Complaint as though fully set forth herein.

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

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

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

21 65. After Plaintiff's employment with Defendants ended, Defendants willfully refused and  
22 continue to refuse to pay him unpaid wages as required by Labor Code Section 203.

23 66. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged  
24 along with any allowable interest, penalties, attorney's fees, and costs according to proof at  
25 trial. Moreover, Plaintiff prays for the above-mentioned money from 1 year immediately  
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preceding the filing of this lawsuit.

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

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

### **SEVENTH CAUSE OF ACTION**

#### **FAILURE TO GIVE REST BREAKS**

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

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

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

- a. Title 8 of the California Code of Regulations Sections 11040/11120, which provides that every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
- b. Title 8 of the California Code of Regulations Sections 11040/11120 (12)(B), which provides that if an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at employee's regular rate of compensation for each workday that the rest period is not provided;
- c. Title 8 of the California Code of Regulations sections 11040/11120(20)(A), which

1 penalizes the employer \$50.00 for each initial violation, per employee, of any  
2 provision of the Wage Order, and \$100.00 for each additional violation thereafter  
3 per employee; and

- 4 d. California Labor Code section 226.7, which states that (a) no employer shall require  
5 any employee to work during any rest period mandated by an applicable order of  
6 the Industrial Welfare Commission, and (b) if an employer fails to provide an  
7 employee a rest period in accordance with an applicable order of the Industrial  
8 Welfare Commission, the employer shall pay the employee one (1) additional hour  
9 of pay at employee's regular rate of compensation for each work day that the rest  
10 period is not provided.  
11

12 71. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute rest  
13 break after every four (4) hours of work or major fraction thereof, as required by California  
14 law.  
15

16 72. Under this cause of action, Plaintiff prays for wages due to him under the statutes,  
17 regulations, and wage orders alleged in this cause of action along with any allowable interest,  
18 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for  
19 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.  
20

21 73. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's  
22 fees as well as interest under Labor Code section 218.6.  
23

24 74. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged  
25 along with any allowable interest, penalties, attorney's fees, and costs according to proof at  
26 trial.  
27

## 28 **EIGHTH CAUSE OF ACTION**

### **FAILURE TO GIVE MEAL BREAKS**

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

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

3 76. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 4 a. California Labor Code section 512(a), which requires that employees be given a 30-  
5 minute uninterrupted meal break after five (5) hours of work, and a second  
6 uninterrupted meal break after ten (10) hours of work;  
7  
8 b. California Labor Code section 226.7, which states that (a) no employer shall require  
9 any employee to work during any meal period mandated by an applicable order of  
10 the Industrial Welfare Commission, and (b) if any employer fails to provide an  
11 employee a meal period in accordance with an applicable order of the Industrial  
12 Welfare Commission, the employer shall pay the employee one (1) additional hour  
13 of pay at the employee's regular rate of compensation for each workday that the  
14 meal period is not provided;  
15  
16 c. California Industrial Welfare Commission Order No. 4/12 section 11(B), as  
17 codified under Title 8 of the California Code of Regulations Section 11040/11120,  
18 which states that if an employer fails to provide an employee a meal period in  
19 accordance with the applicable provisions of the Wage Order, the employer shall  
20 pay the employee one (1) hour of pay at the employee's regular rate of  
21 compensation for each workday that the meal period is not provided;  
22  
23 d. California Industrial Welfare Commission Wage Order No. 4/12 Section 7(A)(3), as  
24 codified under Title 8 of the California Code of Regulations Section 11040/11120,  
25 which requires an employer to maintain records documenting its employees' meal  
26 periods;  
27  
28 e. California Industrial Welfare Commission wage order No. 4/12 Section 20(A), as

1 codified under California Code of Regulations Section 11040/11120 , which  
2 penalizes the employer \$50.00 for each initial violation, per employee, of any  
3 provision of the Wage Order, and \$100.00 for each additional violation thereafter  
4 per employee; and

- 5 f. California Labor Code section 1171 and 1173, which have given the California  
6 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no.  
7 4/12) as enforceable law.  
8

9 77. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks  
10 after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to  
11 take a second relieved meal break after ten (10) hours of work, as required by California law.  
12 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.  
13 4/12, as codified under California Code of Regulations Sections 11040/11120 et. seq. requires  
14 that employees receive uninterrupted meal periods every five (5) hours of consecutive work,  
15 and that the meal period be at least 30 minutes in length, wherein employee is relieved of all  
16 work duty. California Labor Code section 226.7 provides that employers may not require their  
17 employees to work through their meal periods. California Labor Code section 226.7 and  
18 California Code of Regulations section 11040/11120 requires that if the employer fails to  
19 provide the employee with an uninterrupted meal period, the employer must pay the employee  
20 one (1) hour of pay for each work day that the meal period is not given.  
21

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

27 79. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's  
28 fees as well as interest under Labor Code section 218.6.

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

4 **NINTH CAUSE OF ACTION**

5 **PRIVATE ATTORNEYS GENERAL ACT**

6 **Individual and Representative Claim for PAGA penalties under California Labor Code**  
7 **sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558,**  
8 **1174, 1174.5, 1194, 1194.2 1197, 1197.1, 1198, 2800, 2802, and IWC Wage Order 4-**  
**2001/12-2001)**

9 **(Against All Named Defendants and all DOE Defendants)**

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

12 82. Pursuant to law, Plaintiff provided the required written notice to the LWDA and  
13 Defendants of the specific violations of the California Labor Code that Defendants  
14 and DOE defendants have violated and continue to violate.

15 83. 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 84. 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 85. Pursuant to California Labor Code section 2699, any provisions of the Labor Code  
22 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 other current or former employees pursuant to the procedures specified in  
26 California Labor Code section 2699.3.  
27  
28

1 86. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged  
2 violator and had one or more of the alleged violations committed against him, and therefore is  
3 properly suited to represent the interests of other current and former hourly, non-exempt  
4 employees who worked for JCE in the State of California during the PAGA period.

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

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

12 89. California Labor Code section 2699 et seq. imposes penalties upon culpable  
13 Defendants for violating the Labor Code.

14 90. California Labor Code section 558 establishes a civil penalty as follows: Any  
15 employer or other person action on behalf of an employer who violates, or causes to be  
16 violated, a section of this chapter or any provision regulating hours and days of work in any  
17 order of the Industrial Welfare Commission (including the “Hours and Days of Work” section  
18 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty  
19 dollars (\$50) for each underpaid employee for each pay period for which the employee was  
20 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid  
21 employee for each pay period for which the employee was underpaid ...;

22 91. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted by  
23 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not  
24 seeking individual/victim specific relief or underpaid wages under this particular cause of  
25 action.

26 92. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for  
27 the following:

28 93. Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,

1 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2 1197, 1197.1, 1198,  
2 2800, 2802, via 2698 and 2699 any other Labor Codes and Wage Orders (including no. 4/12)  
3 violated based on the facts alleged in this Complaint.

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

8 **TENTH CAUSE OF ACTION**

9 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

10 **(Plaintiff against all named Defendants and DOE Defendants, and each of them)**

11 95. Plaintiff re-alleges and incorporates by reference each and every allegation in  
12 paragraphs 1 through 94, inclusive, of this Complaint as thought fully set forth herein.

13 96. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her  
14 employee for all necessary expenditures or losses incurred by the employee in direct  
15 consequence of the discharge of his or her duties."

16 97. Beginning at least 3 years prior to the filing of this complaint, in order to discharge  
17 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course  
18 of completing his job duties, which were not reimbursed by Defendant. These expenses  
19 include, but are not limited to, use of personal cell phones for work purposes to effectuate  
20 job duties (not fully reimbursed) as well as use of home office supplies for work-purposes,  
21 including internet/Wi-Fi (not reimbursed at all). Furthermore, Plaintiff was also not reimbursed  
22 for mileage in traveling to different locations to perform tasks for his boss (for instance, driving  
23 from Burbank to Inglewood to pick up tickets).

24 98. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest  
25 and attorney's fees and costs, under Labor Code section 2802.

26 ///

27 ///

### **FAILURE TO PROVIDE PERSONNEL FILE**

99. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 98, inclusive, of this Complaint as though fully set forth herein.

101. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, “the employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times...” On information and belief, Defendants intentionally failed to provide Plaintiff with personnel records when requested by Plaintiff via letter on March 15, 2024, as required by law. Plaintiff requested his personnel records in accordance with California Labor Code section 1198.5 on March 15, 2024 via U.S. Certified Mail.

103. Plaintiff seeks all available remedies for Defendants' violations including, but not limited penalties, and costs to the extent permitted by law and according to proof at trial. Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants in the amount of \$750.00, along with costs and attorney's fees.

1  
2 **TWELFTH CAUSE OF ACTION**

3 **FAILURE TO PROVIDE PAY RECORDS**

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

5 104. Plaintiff re-alleges and incorporates by reference each and every allegation in  
6 paragraphs 1 through 103, inclusive, of this Complaint as though fully set forth herein.

7 105. Labor Code section 226 sub-section (b) dictates “an employer...shall afford current  
8 and former employees the right to inspect or copy records pertaining to their employment,  
9 upon reasonable request to the employer...”

10 106. Moreover, pursuant to sub-section (c) of Labor Code section 226, “an employer who  
11 receives a written or oral request to inspect or copy records pursuant to subdivision (b)  
12 pertaining to a current or former employee shall comply with the request as soon as  
13 practicable, but no later than 21 calendar days from the date of the request.” On information  
14 and belief, Defendants intentionally failed to provide Plaintiff with pay records when requested  
15 by Plaintiff via U.S. Certified letter, on March 15, 2024, and as required by law.

16 107. As a direct result of Defendants’ violations alleged herein, Plaintiff has suffered and  
17 continues to suffer substantial losses related to Defendants' failure to provide pay records.  
18 Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants  
19 in the amount of \$750.00, along with costs and attorney’s fees.

20 108. Plaintiff seeks all available remedies for Defendants’ violations including, but not  
21 limited penalties, and costs to the extent permitted by law and according to proof at trial.

22  
23 **THIRTEENTH CAUSE OF ACTION**

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

25 **(California Business and Professions Code Section 17200)**  
26  
27  
28

**(Plaintiff against JCE ENTERPRISES LLC and all DOE defendants)**

109. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 108, inclusive, of this Complaint as though fully set forth herein.

110. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants constitute unfair and unlawful business practices under California Business and Professions Code Section 17200, et seq.

111. Defendants' violations of California labor laws constitutes a business practice because it was done repeatedly over a significant period of time in a systematic manner that was detrimental to Plaintiff and other aggrieved employees.

112. For the four years preceding the filing of this action, Plaintiff has suffered damages and requests damages and/or restitution of all monies and profits to be disgorged from Defendants in an amount according to proof at time of trial, but in excess of the jurisdiction of this Court.

WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as follows:

1. For compensatory damages to Plaintiff in an amount subject to proof at trial;
2. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof at trial;
3. For damages and penalties under Labor Code Sections 203, 204, 210, 226 for Plaintiff in an amount subject to proof at trial;
4. For restitution and disgorgement for all unfair business practices by corporate Defendant against Plaintiff in an amount subject to proof at trial;
5. For an order enjoining corporate Defendant from further unfair and unlawful business practices in violation of Business and Professions Code Sections 17200, et seq.;
6. For special, consequential, and liquidated damages to the extent allowed by law;
7. For maximum civil penalties available under the Labor Code and applicable Wage

Order against Defendants as described more particularly in the Complaint and representative PAGA claims;

8. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law;
9. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
10. For one hour of wages due to Plaintiff for each work period of four (4) hours or major fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
11. For the imposition of civil penalties and/or statutory penalties;
12. For all interest as allowed by law;
13. For all costs and disbursements incurred in this suit;
14. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5, the Labor Code generally, and/or other applicable laws; and
15. For such other and further relief as this Court may deem proper.

DATED: June 6, 2024

MESSRELIAN LAW INC.

By



Harout Messrelian, Esq.

Attorneys for Plaintiff Kevin Clobes

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DATED: June 6, 2024

By   
Harout Messrelian, Esq.  
Attorneys for Plaintiff Kevin Clobes