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individually and on behalf of others similarly situated

Assigned for All Purposes:
Judge Melissa R. McCormick
Dept. CX104

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

ISRAEL GUTIERREZ ANDRADE,
individually and on behalf of all others
similarly situated,

PLAINTIFF,

v.

NES EQUIPMENT & SERVICE
CORPORATION, a California corporation;
and DOES 1 through 50, inclusive,

DEFENDANTS.

CASE NO.: 30-2024-01411006-CU-OE-CXC

CLASS ACTION AND REPRESENTATIVE
ACTION COMPLAINT

- 1) FAILURE TO PAY OVERTIME (LABOR CODE §§ 510, 1198)
- 2) FAILURE TO PROVIDE MEAL PERIODS AND/OR PAY MEAL PERIOD PREMIUMS (LABOR CODE §§ 226.7, 512)
- 3) FAILURE TO AUTHORIZE AND PERMIT REST BREAKS AND/OR PAY REST BREAK PREMIUMS (LABOR CODE § 226.7)
- 4) FAILURE TO PAY MINIMUM WAGES (LABOR CODE §§ 1194, 1197, 1197.1)
- 5) FAILURE TO TIMELY PAY FINAL WAGES (LABOR CODE §§ 201-203)
- 6) FAILURE TO PROVIDE COMPLETE AND ACCURATE ITEMIZED WAGE STATEMENTS (LABOR CODE § 226)
- 7) UCL VIOLATIONS (BUS. & PROF. CODE §§ 17200-17204)
- 8) PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE §§ 2698 – 2699.5)

DEMAND FOR JURY TRIAL

1 Plaintiff ISRAEL GUTIERREZ ANDRADE (“Plaintiff”), individually, and on behalf of others
2 similarly situated (hereinafter “Class Members”), and as a private attorney general, based upon facts
3 that either have evidentiary support or are likely to have evidentiary support after a reasonable
4 opportunity for further investigation and discovery, complains and hereby alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff brings this action against Defendants NES EQUIPMENT & SERVICE
7 CORPORATION, a California corporation; and DOES 1 through 50, inclusive (hereinafter collectively
8 referred to as “Defendants”) for California Labor Code violations, unfair business practices, and
9 monetary penalties stemming from Defendants’ failure to pay overtime compensation, failure to
10 provide compliant meal periods, failure to authorize and permit compliant rest periods, failure to pay
11 minimum wages, failure to timely pay final wages, and failure to provide accurate and complete
12 itemized wage statements. Defendants have violated California statutory laws as described below.

13 2. Plaintiff’s First through Seventh Causes of Action are brought as a class action on behalf
14 of Plaintiff and similarly situated current and former employees of Defendants (hereinafter collectively
15 referred to as the “Class” or “Class Members,” as defined more fully in Paragraph 21, below) pursuant
16 to Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceed
17 the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

18 3. Plaintiff’s Eighth Cause of Action is brought as a representative action on behalf of
19 Plaintiff and other current and former non-exempt employees of Defendants in the State of California at
20 any time within the period beginning one (1) year prior to the date of Plaintiff’s PAGA letter to the
21 LWDA and ending at the time this action settles or proceeds to final judgment (hereinafter collectively
22 referred to as “Aggrieved Employees”) pursuant to California Labor Code sections 2698, *et seq.* Plaintiff
23 is an aggrieved employee against whom one or more of the alleged violations occurred. The civil
24 penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be
25 established according to proof at trial.

26 4. The Court has jurisdiction over this action pursuant to the California Constitution, Article
27 VI, section 10, which grants the superior court “original jurisdiction in all other causes” except those
28 given by statute to other courts. The statutes under which this action is brought do not specify any other

1 basis for jurisdiction.

2 5. This Court has jurisdiction over Defendants because, upon information and belief,
3 Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise
4 intentionally avail themselves of the California market so as to render the exercise of jurisdiction over
5 them by the California courts consistent with traditional notions of fair play and substantial justice.

6 6. Venue is proper in this Court because, upon information and belief, Defendants maintain
7 offices, have agents, and/or transact business in the State of California, County of Orange. Many of the
8 putative Class Members were employed by Defendants and/or performed work for Defendants during
9 the Class Period in the County of Orange. Many of the acts alleged herein occurred in Orange County.
10 Venue is therefore proper in Orange County.

11 **PARTIES**

12 7. Plaintiff is a resident of the State of California. At all times relevant to this action,
13 Plaintiff was employed by Defendants in the County of Orange, State of California as an hourly, non-
14 exempt employee. During Plaintiff's employment, Plaintiff worked for Defendants as a full-time service
15 technician.

16 8. Defendant NES EQUIPMENT & SERVICE CORPORATION is, and at all times herein
17 mentioned was, a corporation organized and existing under the laws of the State of California, and
18 registered to do business in the State of California.

19 9. Plaintiff is informed and believes that Defendant NES EQUIPMENT & SERVICE
20 CORPORATION is a commercial equipment repair company that provides dock/door installation,
21 repair, and maintenance services on assignments and projects throughout Southern California, including
22 in Los Angeles, San Bernardino, San Diego, Orange County, and Ventura County.

23 10. Plaintiff is informed and believes that Defendant NES EQUIPMENT & SERVICE
24 CORPORATION is also known as "National Equipment & Service."

25 11. Plaintiff is informed and believes that Defendant NES EQUIPMENT & SERVICE
26 CORPORATION is a licensed contractor pursuant to the Contractors' State License Law.

27 12. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive, and
28 therefore, sues these defendants by such fictitious names. The Doe defendants may be individuals,

1 partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges, that, at all times
2 mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant, employee, co-
3 venturer, and/or co-conspirator of each of the other defendants, and was at all times mentioned acting
4 within the scope, purpose, consent, knowledge, ratification and authorization of such agency,
5 employment, joint venture and conspiracy. Plaintiff will amend this Complaint to allege their true names
6 and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each of the
7 fictitiously named Doe defendants is responsible in some manner for the occurrences herein alleged,
8 and that Plaintiff's damages as herein alleged were proximately caused by its conduct.

9 13. Defendants NES EQUIPMENT & SERVICE CORPORATION and DOES 1 thorough
10 50, inclusive, are collectively referred to herein as "Defendants."

11 14. Defendants are and at all times herein mentioned were, (a) conducting business in the
12 County of Orange, State of California, and (b) the employer of Plaintiff consistent with the California
13 Labor Code and Industrial Welfare Commission ("IWC") Wage Order(s), including IWC Wage Order
14 16-2001.

15 15. Defendants, directly or indirectly controlled or affected the working conditions, wages,
16 working hours, and conditions of employment of Plaintiff, the Class, and the Aggrieved Employees so
17 as to make each of said Defendants employers and employers jointly liable under the statutory provisions
18 set forth herein.

19 16. Plaintiff is informed and believes, and thereon alleges, that at all times relevant to this
20 action, Defendants were the alter egos, predecessors, divisions, affiliates, integrated enterprises, joint
21 employers, subsidiaries, successors, sister companies, parents, principals, related entities, co-
22 conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of each
23 other. Each defendant was dominated by his, her, or its codefendants, and each was the alter ego of the
24 other.

25 17. Plaintiff is informed and believes, and thereon alleges, that each Defendant acted in all
26 respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
27 plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to
28 the other Defendants.

18. Plaintiff is informed and believes, and based thereon alleges, that in perpetrating the acts and omissions alleged herein, Defendants, and each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying Plaintiff, the Class, and the Aggrieved Employees all wages earned and due, through methods and schemes which include, but are not limited to: failing to pay overtime; failing to pay minimum wages; failing to provide meal periods; failing to authorize rest breaks; failing to properly maintain records; failing to provide accurate itemized statements for each pay period; failing to timely pay final wages; failing to pay timely wages during employment; and requiring, permitting, or suffering the employees to work off the clock, in violation of the California Labor Code (“Labor Code”) and applicable IWC Wage Order(s).

19. Plaintiff is informed and believes, and based thereon alleges, that in accordance with Labor Code section 558.1, Defendants, and any person acting on behalf of Defendants, are liable for violating, or causing to violate, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or any applicable provision of the Labor Code.

CLASS ACTION ALLEGATIONS

20. Plaintiff brings the First through Seventh Causes of Action as a class action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

21. The proposed class is defined as follows: All current and former hourly-paid, non-exempt employees of any of the Defendants within the State of California at any time commencing four (4) years preceding the filing of Plaintiff's original complaint up until the time that notice of the certified class action is provided to the class (hereinafter referred to as the "Class" or "Class Members").

22. Plaintiff reserves the right to establish other subclasses as appropriate.

23. The Class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The Class Members are so numerous that joinder of all Class Members is impracticable. The membership of the entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be over fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment

1 records.

- 2 b. Typicality: Plaintiff's claims are typical of all other Class Members demonstrated herein.
- 3 Plaintiff and the Class Members worked as hourly, non-exempt employees for
- 4 Defendants in California, including as service technicians, in California. Plaintiff and the
- 5 other similarly situated Class Members were employed by Defendants and shared similar
- 6 job duties and responsibilities, were subjected to the same policies and practices, and
- 7 endured similar violations at the hands of Defendants.
- 8 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class Member,
- 9 with whom he has a well-defined community of interest and typicality of claims, as
- 10 demonstrated herein. Plaintiff has no interest that is antagonistic to the other Class
- 11 Members. Plaintiff's counsel, the proposed class counsel, is versed in the rules governing
- 12 class action discovery, certification, and settlement. Plaintiff has incurred, and during the
- 13 pendency of this action will continue to incur, costs, and attorneys' fees, that have been,
- 14 are, and will be necessarily expended for the prosecution of this action for the substantial
- 15 benefit of each Class Member.
- 16 d. Superiority: A class action is superior to other available methods for the fair and efficient
- 17 adjudication of this litigation because individual joinder of all Class Members is
- 18 impractical.
- 19 e. Public Policy Considerations: Certification of this lawsuit as a class action will advance
- 20 public policy objectives. Current employees are often afraid to assert their rights out of
- 21 fear of direct or indirect retaliation. However, class actions provide the Class Members
- 22 who are not named in the complaint anonymity that allows for the vindication of their
- 23 rights.

24 24. There are common questions of law and fact as to the Class that predominate over

25 questions affecting only individual members. The following common questions of law or fact, among

26 others, exist as to the members of the Class:

- 27 a. Whether Defendants failed to pay minimum wages to Plaintiff and the other Class
- 28 Members for all hours worked;

- 1 b. Whether Defendants required Plaintiff and the other Class Members to work more than
2 eight (8) hours per day and/or more than forty (40) hours per week and failed to pay the
3 legally required overtime compensation to Plaintiff and the other Class Members;
4 c. Whether Defendants deprived Plaintiff and the other Class Members of meal and/or rest
5 periods or required Plaintiff and the other Class Members to work during meal periods
6 and/or rest periods without compensation;
7 d. Whether Defendants failed to pay meal period premium wages to Plaintiff and the other
8 Class Members when they were not provided legally compliant meal periods;
9 e. Whether Defendants failed to pay rest period premium wages to Plaintiff and the other
10 Class Members when they were not authorized and permitted to take legally compliant
11 rest periods;
12 f. Whether Defendants had a corporate policy and practice of failing to pay Plaintiff and
13 the other Class Members for all hours worked, and for missed, short, late or interrupted
14 meal periods and rest breaks in violation of California law;
15 g. Whether Defendants failed to pay all wages due to Plaintiff and the other Class Members
16 within the time required upon their discharge or resignation from employment;
17 h. Whether Defendants' failure to pay wages, without abatement, or reduction, in
18 accordance with the California Labor Code was willful;
19 i. Whether Defendants are liable to Class Members for penalty wages under Labor Code
20 section 203;
21 j. Whether Defendants complied with wage statement reporting as required by the
22 California Labor Code, including section 226;
23 k. Whether Defendants engaged in unfair business practices in violation of California
24 Business & Professions Code section 17200, *et seq.* based on their improper withholding
25 of compensation;
26 l. The appropriate amount of damages, restitution, and/or monetary penalties resulting from
27 Defendants' violation of California law; and
28 m. Whether Plaintiff and the other Class Members are entitled to compensatory damages

1 pursuant to the California Labor Code.

2 **GENERAL ALLEGATIONS**

3 25. Plaintiff is informed and believes that Defendants are commercial equipment repair
4 companies that provides dock/door installation, repair, and maintenance services at Defendants' job sites
5 in California, including in Orange County. Defendants employed Plaintiff as a service technician from
6 approximately January 2021 to approximately October 2023. Plaintiff job duties included inspections,
7 repairs, and service pursuant to Defendants' instructions.

8 26. At all relevant times set forth herein, Defendants employed Plaintiff, the Class, and the
9 Aggrieved Employees as hourly-paid, non-exempt employees.

10 27. Throughout the time period involved in this case, Defendants had the authority to hire
11 and terminate Plaintiff, the Class, and the Aggrieved Employees; to directly, or indirectly, control work
12 rules, working conditions, wages, and working hours; and to directly, or indirectly, control the terms of
13 employment of Plaintiff, the Class, and the Aggrieved Employees.

14 28. At all times herein mentioned, Defendants were subject to the Labor Code of the State of
15 California and the applicable IWC Wage Order(s).

16 29. Plaintiff is informed and believes, and thereon alleges, that Defendants engaged in an
17 ongoing and systematic scheme of wage and hour violations against their hourly-paid, non-exempt
18 employees. As set forth in more detail below, this scheme involved, *inter alia*, requiring Plaintiff, the
19 Class, and the Aggrieved Employees to work off the clock without compensation, thereby failing to pay
20 them for all hours worked, including minimum and overtime wages. During the relevant time period
21 involved in this case, Defendants failed to pay Plaintiff, the Class, and the Aggrieved Employees for
22 drive and travel time, including time spent commuting to the first work location of the day and
23 commuting home from the last work location. Defendants failed to pay Plaintiff, the Class, and the
24 Aggrieved Employees for time spent cleaning of company vehicles.

25 30. In addition, Defendants routinely failed to permit Plaintiff, the Class, and the Aggrieved
26 Employees to take timely and duty-free meal periods and rest periods in violation of California law, and
27 failed to pay associated meal and rest period premium wages. Defendants also failed to provide accurate
28 itemized wage statements for each pay period, and failed to timely pay all wages owed during and upon

1 termination of employment.

2 31. Throughout the time period involved in this case, Defendants implemented policies and
3 practices which failed to provide Plaintiff, the Class, and the Aggrieved Employees with timely and
4 duty-free meal periods. Defendants routinely failed to relieve Plaintiff, the Class, and the Aggrieved
5 Employees of all duties during their meal periods, regularly failed to relinquish control over Plaintiff,
6 the Class, and the Aggrieved Employees during their meal periods, regularly failed to permit Plaintiff,
7 the Class, and the Aggrieved Employees a reasonable opportunity to take their meal periods, and
8 regularly impeded or discouraged Plaintiff, the Class, and the Aggrieved Employees from taking thirty
9 (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work and/or from taking
10 a second thirty (30) minute uninterrupted meal break no later than their tenth hour of work for shifts
11 lasting more than ten (10) hours. For example, although Plaintiff often began his shift before 7:00 a.m.,
12 he was often not relieved for a meal period until after 12:00 p.m.

13 32. Throughout the time period involved in this case, Defendants did not adequately inform
14 Plaintiff, the Class, and the Aggrieved Employees of their right to timely meal periods under California
15 law. Moreover, on information and belief, Defendants systematically disregarded their own written
16 policies regarding the provision and timing of meal periods for Plaintiff, the Class, and the Aggrieved
17 Employees.

18 33. Throughout the time period involved in this case, Defendants failed to pay Plaintiff, the
19 Class, and the Aggrieved Employees premium wages for meal periods that were missed, late,
20 interrupted, or shortened in violation of California law. Defendants knew or should have known that
21 Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all meal periods or payment
22 of one additional hour of pay at their regular rate of pay when a meal period was missed, short, late,
23 and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to provide legally
24 compliant meal periods to Plaintiff, the Class, and the Aggrieved Employees, and routinely failed to pay
25 one additional hour of pay to Plaintiff, the Class, and the Aggrieved Employees at their regular rate of
26 pay when a meal period was missed, short, late, and/or interrupted.

27 34. Throughout the time period involved in this case, Defendants have implemented policies
28 and practices which prohibited Plaintiff, the Class, and the Aggrieved Employees from taking timely

1 and duty-free rest periods. Defendants regularly failed to provide, authorize, and permit Plaintiff, the
2 Class, and the Aggrieved Employees to take full, uninterrupted, off-duty rest periods for every shift
3 lasting three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for
4 every shift lasting six (6) to ten (10) hours, and failed to make a good faith effort to authorize, permit,
5 and provide such rest breaks in the middle of each work period.

6 35. Throughout the time period involved in this case, Defendants did not adequately inform
7 Plaintiff, the Class, and the Aggrieved Employees of their right to take rest periods under California law.
8 Throughout his employment, Plaintiff was forced to skip at least one of his statutory rest breaks each
9 workday. Moreover, on information and belief, Defendants systematically disregarded their own written
10 policies regarding the provision and timing of rest periods for Plaintiff, the Class, and the Aggrieved
11 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff, the Class, and the
12 Aggrieved Employees in a way that regularly prohibited them from taking timely and duty-free rest
13 periods, and to regularly require Plaintiff, the Class, and the Aggrieved Employees to work through their
14 rest periods.

15 36. Throughout the time period involved in this case, Defendants failed to pay Plaintiff, the
16 Class, and the Aggrieved Employees premium wages for rest periods that were missed, late, interrupted,
17 or shortened in violation of California law. Defendants knew or should have known that Plaintiff, the
18 Class, and the Aggrieved Employees were entitled to receive all rest periods or payment of one
19 additional hour of pay at their regular rate of pay when a rest period was missed, short, late, and/or
20 interrupted. Notwithstanding this knowledge, Defendants routinely failed to authorize and permit
21 Plaintiff, the Class, and the Aggrieved Employees to take duty-free rest periods, and failed to pay one
22 additional hour of pay to Plaintiff, the Class, and the Aggrieved Employees at their regular rate of pay
23 when a rest period was missed, short, late and/or interrupted. Although Plaintiff complained about late,
24 interrupted, and missed meal periods, nothing was done by Defendants to address or correct the
25 violations.

26 37. Throughout the time period involved in this case, Plaintiff, the Class, and the Aggrieved
27 Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a week.

28 38. Throughout the time period involved in this case, Defendants regularly failed to pay all

1 overtime compensation owed to Plaintiff, the Class, and the Aggrieved Employees when they worked
2 in excess of eight (8) hours in a single work day and/or forty (40) hours in a single work week, or in
3 excess of twelve (12) hours in a single work day and/or eighty (80) hours in a single work week.
4 Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were
5 entitled to receive certain wages for overtime compensation and that they were not receiving wages for
6 overtime compensation.

7 39. Throughout the time period involved in this case, Defendants failed to pay overtime to
8 Plaintiff, the Class, and the Aggrieved Employees for all overtime hours worked based on regular rates
9 of pay correctly calculated to include all applicable remuneration.

10 40. Throughout the time period involved in this case, Defendants regularly failed to pay
11 Plaintiff, the Class, and the Aggrieved Employees at least minimum wages for all hours worked.
12 Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were
13 entitled to receive at least minimum wages for all hours worked and that they were not receiving at least
14 minimum wages for all hours worked. Defendants' failure to pay minimum wages included, *inter alia*,
15 failing to pay Plaintiff, the Class, and the Aggrieved Employees at the required minimum wage pursuant
16 to California law, and requiring Plaintiff, the Class, and the Aggrieved Employees to perform work off
17 the clock which resulted in the systematic underpayment of wages to Plaintiff, the Class, and the
18 Aggrieved Employees.

19 41. Throughout the time period involved in this case, Defendants regularly failed to pay
20 Plaintiff, the Class, and the Aggrieved Employees all wages owed to them upon discharge or resignation.
21 Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were
22 entitled to receive all wages owed to them upon termination within the time permissible under California
23 Labor Code section 202. Plaintiff, the Class, and the Aggrieved Employees did not receive payment of
24 all final wages owed to them upon discharge or resignation, including premium wages within any time
25 permissible under California Labor Code section 202.

26 42. Throughout the time period involved in this case, Defendants regularly failed to pay
27 Plaintiff, the Class, and the Aggrieved Employees all wages within any time permissible under
28 California law, including, *inter alia*, California Labor Code section 204. Defendants knew or should

1 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all wages
2 owed to them during their employment. Plaintiff, the Class, and the Aggrieved Employees did not
3 receive payment of all wages, including minimum and overtime wages, and meal and rest period
4 premiums.

5 43. Throughout the time period involved in this case, Defendants regularly failed to provide
6 complete or accurate wage statements to Plaintiff, the Class, and the Aggrieved Employees. Defendants
7 knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to
8 receive complete and accurate wage statements in accordance with California law, but, in fact, they did
9 not receive complete and accurate wage statements from Defendants. The deficiencies included, *inter*
10 *alia*, the failure to include the total number of hours worked, the actual gross wages earned, and premium
11 pay.

12 44. Throughout the time period involved in this case, Defendants regularly failed to keep
13 complete or accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees. Defendants
14 knew or should have known that Defendants were required to keep complete and accurate time and
15 payroll records for Plaintiff, the Class, and the Aggrieved Employees in accordance with California law,
16 but, in fact, did not keep complete and accurate time and payroll records.

17 45. Throughout the time period involved in this case, Defendants regularly failed to maintain
18 accurate records relating to Plaintiff's, the Class's, and the Aggrieved Employees' work periods, meal
19 periods, total daily hours, hours per pay period, and applicable pay rates.

20 46. Throughout the time period involved in this case, Defendants knew or should have known
21 that they had a duty to compensate Plaintiff, the Class, and the Aggrieved Employees pursuant to
22 California law. Defendants had the financial ability to pay such compensation, but willfully, knowingly,
23 and intentionally failed to do so, and falsely represented to Plaintiff, the Class, and the Aggrieved
24 Employees that they paid all wages owed to them, all in order to increase Defendants' profits.

25 47. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall
26 limit the right of any wage claimant to "sue directly ... for any wages or penalty due to them under this
27 article."

28 ///

1 **FIRST CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 510 and 1198)**

3 **(Against All Defendants)**

4 48. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
5 allegation set forth above.

6 49. California Labor Code section 1198 and the applicable IWC Wage Order(s) provide that
7 it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or
8 two-times that person's regular rate of pay, depending on the number of hours worked by the person on
9 a daily or weekly basis.

10 50. Specifically, the applicable IWC Wage Order(s) provides that Defendants are and were
11 required to pay Plaintiff and the other Class Members employed by Defendants, and working more than
12 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half
13 for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

14 51. The applicable IWC Wage Order(s) further provides that Defendants are and were
15 required to pay Plaintiff and the Class overtime compensation at a rate of two times their regular rate of
16 pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked in excess of
17 eight (8) hours on the seventh day of work in a workweek.

18 52. California Labor Code section 510 codifies the right to overtime compensation at one-
19 and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty
20 (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and no overtime
21 compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day
22 or in excess of eight (8) hours in a day on the seventh day of work.

23 53. During the relevant time period, Plaintiff and the other Class Members regularly worked
24 in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

25 54. During the relevant time period, Defendants intentionally and willfully failed to pay
26 overtime wages owed to Plaintiff and the other Class Members.

27 55. Defendants' failure to pay Plaintiff and the other Class Members the unpaid balance of
28 overtime compensation, as required by California laws, violates the provisions of California Labor Code

1 sections 510 and 1198, and is therefore unlawful.

2 56. Pursuant to California Labor Code section 1194, Plaintiff and the other Class Members
3 are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

4 **SECOND CAUSE OF ACTION**

5 **(Violation of California Labor Code §§ 226.7 and 512)**

6 **(Against All Defendants)**

7 57. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
8 allegation set forth above.

9 58. At all relevant times, the relevant IWC Wage Order(s) and California Labor Code
10 sections 226.7 and 512(a) were applicable to Plaintiff and the other Class Members' employment by
11 Defendants.

12 59. At all relevant times, California Labor Code section 226.7 provides that no employer
13 shall require an employee to work during any meal or rest period mandated by an applicable order of
14 the California IWC.

15 60. At all relevant times, the applicable IWC Wage Order(s) and California Labor Code
16 section 512(a) provide that an employer may not require, cause or permit an employee to work for a
17 work period of more than five (5) hours per day without providing the employee with a meal period of
18 not less than thirty (30) minutes, except that if the total work period per day of the employee is no more
19 than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

20 61. At all relevant times, California Labor Code section 512(a) further provides that an
21 employer may not require, cause or permit an employee to work for a work period of more than ten (10)
22 hours per day without providing the employee with a second uninterrupted meal period of not less than
23 thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second
24 meal period may be waived by mutual consent of the employer and the employee only if the first meal
25 period was not waived.

26 62. During the relevant time period, Plaintiff and the other Class Members who were
27 scheduled to work for a period of time longer than six (6) hours, and who did not waive their legally-
28 mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours

1 without an uninterrupted meal period of not less than thirty (30) minutes.

2 63. During the relevant time period, Plaintiff and the other Class Members were required to
3 work for periods longer than ten (10) hours without a second uninterrupted meal period of not less than
4 thirty (30) minutes.

5 64. During the relevant time period, Defendants intentionally and willfully required Plaintiff
6 and the other Class Members to miss their meal periods and to take meal periods that were late,
7 shortened, or interrupted, and failed to compensate Plaintiff and the other Class Members the full meal
8 period premium for missed, shortened, late, or interrupted meal periods.

9 65. During the relevant time period, Defendants failed to pay Plaintiff and the other Class
10 Members the full meal period premiums due pursuant to California Labor Code section 226.7.

11 66. Defendants' conduct violates the applicable IWC Wage Order(s) and California Labor
12 Code sections 226.7 and 512(a).

13 67. Pursuant to the applicable IWC Wage Order(s) and California Labor Code section
14 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one (1)
15 additional hour of pay at the employee's regular rate of compensation for each work day that the meal
16 period was not provided.

17 **THIRD CAUSE OF ACTION**

18 **(Violation of California Labor Code § 226.7)**

19 **(Against All Defendants)**

20 68. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
21 allegation set forth above.

22 69. At all times herein set forth, the applicable IWC Wage Order(s) and California Labor
23 Code section 226.7 were applicable to Plaintiff and the other Class Members' employment by
24 Defendants.

25 70. At all relevant times, California Labor Code section 226.7 provides that no employer
26 shall require an employee to work during any rest period mandated by an applicable order of the
27 California IWC.

28 71. At all relevant times, the applicable IWC Wage Order(s) provides that "[e]very employer

1 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the
2 middle of each work period” and that the “rest period time shall be based on the total hours worked daily
3 at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof unless the total
4 daily work time is less than three and one-half (3.5) hours.”

5 72. During the relevant time period, Defendants required Plaintiff and other Class Members
6 to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each
7 four (4) hour period worked.

8 73. During the relevant time period, Defendants willfully required Plaintiff and the other
9 Class Members to work during rest periods, failed to allow Plaintiff and the other Class Member to take
10 any rest period and/or failed to authorize and permit Plaintiff and the other Class Members to take
11 uninterrupted, duty-free rest breaks.

12 74. During the relevant time period, Defendants failed to pay Plaintiff and the other Class
13 Members the full rest period premium due pursuant to California Labor Code section 226.7 for work
14 performed during rest periods, and/or for failure to authorize and permit Plaintiff and other Class
15 Members from taking uninterrupted rest periods.

16 75. Defendants’ conduct violates applicable IWC Wage Order(s) and California Labor Code
17 section 226.7.

18 76. Pursuant to the applicable IWC Wage Order(s) and California Labor Code section
19 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one additional
20 hour of pay at the employees’ regular hourly rate of compensation for each work day that the rest period
21 was not provided.

22 **FOURTH CAUSE OF ACTION**

23 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

24 **(Against All Defendants)**

25 77. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
26 allegation set forth above.

27 78. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide
28 that the minimum wage to be paid to employees and the payment of a lesser wage than the minimum so

1 fixed is unlawful.

2 79. During the relevant time period, Defendants regularly failed to pay minimum wage to
3 Plaintiff and the other Class Members as required pursuant to California Labor Code sections 1194,
4 1197, and 1197.1.

5 80. Defendants' failure to pay Plaintiff and the other Class Members the minimum wage as
6 required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections,
7 Plaintiff and the other Class Members are entitled to recover the unpaid balance of their minimum wage
8 compensation as well as interest, costs, and attorneys' fees, and liquidated damages in an amount equal
9 to the wages unlawfully unpaid and interest thereon.

10 81. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class Members
11 are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and
12 interest thereon.

13 **FIFTH CAUSE OF ACTION**

14 **(Violation of California Labor Code §§ 201, 202, 203)**

15 **(Against All Defendants)**

16 82. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
17 allegation set forth above.

18 83. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide
19 that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are
20 due and payable immediately, and if an employee quits his or her employment, his or her wages shall
21 become due and payable not later seventy-two (72) hours thereafter, unless the employee has given
22 seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to
23 his or her wages at the time of quitting.

24 84. During the relevant time period, the employment of Plaintiff and many other Class
25 Members with Defendants ended, *i.e.* was terminated by quitting or discharge. Defendants intentionally
26 and willfully failed to pay Plaintiff and other Class Members who are no longer employed by Defendants
27 all of their wages, earned and unpaid, including but not limited to minimum wages, straight time wages,
28 premium wages, overtime wages, and vested but unused vacation time, within seventy-two (72) hours

1 of their leaving Defendants' employ.

2 85. Defendants' failure to pay Plaintiff and other Class Members who are no longer
3 employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving
4 Defendants' employ, is in violation of California Labor Code sections 201 and 202.

5 86. California Labor Code section 203 provides that if an employer willfully fails to pay
6 wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue
7 as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but
8 the wages shall not continue for more than thirty (30) days.

9 87. Plaintiff and other Class Members who are no longer employed by Defendants are
10 entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to
11 a thirty (30) day maximum pursuant to California Labor Code section 203.

12 **SIXTH CAUSE OF ACTION**

13 **(Violation of California Labor Code § 226)**

14 **(Against All Defendants)**

15 88. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
16 allegation set forth above.

17 89. At all material times set forth herein, California Labor Code section 226(a) provides that
18 every employer shall furnish each of its employees an accurate itemized statement in writing showing
19 (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units
20 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
21 provided that all deductions made on written orders of the employee may be aggregated and shown as
22 one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7)
23 the name of the employee and his or her social security number, (8) the name and address of the legal
24 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the
25 corresponding number of hours worked at each hourly rate by the employee. The deductions made from
26 payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month,
27 day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the
28 employer for at least three years at the place of employment or at a central location within the State of

1 California.

2 90. In addition, Labor Code section 246, subdivision (i) requires that an employer include on
3 the paystub or separate written document provided to the employee each pay period, the amount of
4 available paid sick leave (or paid time off an employer provides in lieu of sick leave).

5 91. Defendants have intentionally and willfully failed to provide Plaintiff and the Class with
6 complete and accurate wage statements. The deficiencies include, but are not limited to the failure list
7 the total number of hours worked, the actual gross wages earned, premium pay, and the correct rates of
8 pay, including the correct rate of pay for travel time.

9 92. Because of Defendants' violation of California Labor Code section 226(a), Plaintiff and
10 the Class have suffered injury and damage to their statutorily-protected rights.

11 93. More specifically, Plaintiff and the Class have been injured by Defendants' intentional
12 and willful violation of California Labor Code section 226(a) because they were denied both their legal
13 right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant
14 to California Labor Code section 226(a).

15 94. Plaintiff and the Class are entitled to recover from Defendants the greater of their actual
16 damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an
17 aggregate penalty not exceeding four thousand dollars per employee.

18 95. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance with this
19 section, pursuant to California Labor Code section 226(g).

20 **SEVENTH CAUSE OF ACTION**

21 **(Violation of Cal. Business & Professions Code §§ 17200, *et seq.*)**

22 **(Against All Defendants)**

23 96. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
24 allegation set forth above.

25 97. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful,
26 and harmful to Plaintiff and the Class, to the general public, and Defendants' competitors. Accordingly,
27 Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of
28 Civil Procedure section 1021.5.

1 98. Defendants' activities as alleged herein are violations of California law, and constitute
2 unlawful business acts and practices in violation of California Business & Professions Code section
3 17200, *et seq.*

4 99. Plaintiff is a "person" within the meaning of Business & Professions Code section 17204,
5 has suffered injury, and therefore has standing to bring this cause of action for injunctive relief,
6 restitution, and other appropriate equitable relief.

7 100. A violation of California Business & Professions Code section 17200, *et seq.* may be
8 predicated on the violation of any state or federal law. In this instant case, Defendants' policies and
9 practices of requiring employees, including Plaintiff and the Class, to work off-the-clock without proper
10 compensation violate California's minimum wage and overtime laws and applicable provisions of the
11 Labor Code including Labor Code sections 510, 1194, 1197, 1197.1, and 1198. Additionally,
12 Defendants' systematic policies and practices of requiring employees, including Plaintiff and the Class,
13 to work without legally compliant meal periods and rest breaks violate California Labor Code sections
14 226.7 and 512(a). Moreover, Defendants' policies and practices of failing to timely pay wages to
15 Plaintiff and the Class violate California Labor Code sections 201, 202, and 203.

16 101. Defendants also violated California Labor Code sections 204, 226(a), and 1174(d).

17 102. Wage-and-hour laws express fundamental public policies. Paying employees their wages
18 and overtime, providing them with meal periods and rest breaks, etc., are fundamental public policies of
19 California. Labor Code section 90.5(a) sets forth the public policies of this State vigorously to enforce
20 minimum labor standards, to ensure that employees are not required or permitted to work under unlawful
21 conditions, and to protect law-abiding employers and their employees from competitors who lower costs
22 to themselves by failing to comply with fair labor standards. Through the conduct alleged in this
23 Complaint, Defendants have acted contrary to these public policies, have violated specific provisions of
24 the Labor Code, and have engaged in other unlawful and unfair business practices in violation of
25 Business & Professions Code § 17200 *et seq.*

26 103. As a result of the herein described violations of California law, Defendants unlawfully
27 gained an unfair advantage over other businesses.

28 104. Plaintiff and the Class have been personally injured by Defendants' unlawful business

1 acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or
2 property.

3 105. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and
4 the Class are entitled to restitution of the wages withheld and retained by Defendants during a period
5 that commences four years prior to the filing of this Complaint; an award of attorneys' fees pursuant to
6 California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

7 **EIGHTH CAUSE OF ACTION**

8 **(Violation of California Labor Code § 2698, *et seq.*)**

9 **(Against All Defendants)**

10 106. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
11 allegation set forth above.

12 107. Plaintiff brings this Eighth Cause of Action as a representative action on behalf of
13 Plaintiff and all other Aggrieved Employees in the capacity as a private attorney general pursuant to the
14 Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA").

15 108. PAGA specifically provides for a private right of action to recover civil penalties for
16 violations of the Labor Code as follows: "Notwithstanding any other provision of law, any provision of
17 this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
18 Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees,
19 for a violation of this code, may, as an alternative, be recovered through a civil action brought by an
20 aggrieved employee on behalf of himself or herself and other current or former employees pursuant to
21 the procedures specified in Section 2699.3." Labor Code § 2699(a).

22 109. Plaintiff was employed by Defendants and the Labor Code violations alleged above were
23 committed against him during his time of employment. Plaintiff is therefore, an "aggrieved employee"
24 under PAGA.

25 110. As set forth in detail above, during all times relevant to this Action, Defendants have
26 routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor Codes by:

- 27 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
28 compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*

- 1 b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime compensation
2 in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
- 3 c. Failing to provide legally compliant meal periods to Plaintiff and the Aggrieved
4 Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional hour
5 of premium pay for meal period violations in violation of Labor Code §§ 226.7 and 512.
- 6 d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to take
7 duty-free rest periods, and failing to pay Plaintiff and the Aggrieved Employees an
8 additional hour of premium pay for rest period violations in violation of Labor Code §§
9 226.7 and 512.
- 10 e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the end of their
11 employment in violation of Labor Code § 203.
- 12 f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during
13 employment in violation of Labor Code § 204.
- 14 g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate,
15 itemized wage statements in violation of Labor Code § 226.
- 16 h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees’
17 work periods, meal periods, total daily hours, hours per pay period, total wages and
18 compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the
19 applicable IWC Wage Order(s).

20 111. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, individually and
21 on behalf of himself and the Aggrieved Employees and the State of California, requests and is entitled
22 to recover penalties against Defendants for the Labor Code violations described above, including but
23 not limited to penalties under the applicable IWC Wage Order(s), including IWC Wage Order 16-2001,
24 penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and 1174.5, and
25 1197.1, and any and all additional penalties and sums as provided by the California Labor Code and/or
26 other statutes. The exact amount of the applicable penalties, in all, is in an amount to be shown according
27 to proof at trial.

28 112. Pursuant to Labor Code § 2699.3, on or about April 26, 2024, Plaintiff, through his

1 counsel of record, gave written notice by online filing with the Labor and Workforce Development
2 Agency (“LWDA”) and by certified mail to the Defendants, of the specific provisions of the Labor Code
3 and IWC Wage Order(s) that Defendants have violated, including the facts and theories to support the
4 violations, and of Plaintiff’s intent to bring a claim for civil penalties under PAGA. Plaintiff also paid
5 the filing fee required under Labor Code § 2699.3. To date, the LWDA has not indicated that it intends
6 to investigate the violations discussed in the PAGA notice. Accordingly, Plaintiff has or soon will have
7 fulfilled all administrative prerequisites to the pursuit of this PAGA claim on behalf himself and other
8 Aggrieved Employees pursuant to Labor Code § 2699.3.

9 113. Plaintiff was compelled to retain the services of counsel to file this court action to protect
10 his interests and the Aggrieved Employees, and to assess and collect the civil penalties owed by
11 Defendants. Plaintiff therefore seeks an award of reasonable attorneys’ fees and costs pursuant to Labor
12 Code § 2699(g)(1), and any other applicable statute.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public
15 similarly situated, and as a private attorney general, prays for relief and judgment against Defendants,
16 jointly and severally, as follows:

17 **Class Certification**

- 18 1. That this action be certified as a class action;
19 2. That Plaintiff be appointed as the representative of the Class;
20 3. That counsel for Plaintiff be appointed as Class Counsel; and
21 4. That Defendants provide to Class Counsel immediately the names and most current/last
22 known contact information (address, e-mail, and telephone numbers) of all class members.

23 **As to the First Cause of Action**

- 24 5. That the Court declare, adjudge, and decree that Defendants violated California Labor
25 Code sections 510 and 1198 and applicable IWC Wage Order(s) by willfully failing to pay all overtime
26 wages due to Plaintiff and other Class Members;

- 27 6. For general unpaid wages at overtime wage rates and such general and special damages
28 as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Order(s) by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the Class;

11. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7;

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Order(s) by willfully failing to provide all rest periods to Plaintiff and the Class;

18. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7;

21. For pre-judgment interest on any unpaid wages from the date such amounts were due;

and

22. For such other and further relief as the Court may deem just and proper.

///

As to the Fourth Cause of Action

23. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the Class;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the Class in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and other Class Members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and other Class Members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Order(s) as to Plaintiff and the Class, and willfully failed to provide accurate itemized wage statements thereto;

36. For actual, consequential, and incidental losses and damages, according to proof;

1 37. For statutory penalties pursuant to California Labor Code section 226(e); and

2 38. For such other and further relief as the Court may deem just and proper.

3 **As to the Seventh Cause of Action**

4 39. That the Court declare, adjudge and decree that Defendants violated California Business
5 and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the Class all overtime
6 compensation due to them, failing to provide all meal and rest periods to Plaintiff and the Class, failing
7 to pay at least minimum wages to Plaintiff and the Class, failing to pay Plaintiff's and other Class
8 Members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating
9 California Labor Code sections 226(a) and 1174(d);

10 40. For restitution of unpaid wages to Plaintiff and the Class and all pre-judgment interest
11 from the day such amounts were due and payable;

12 41. For the appointment of a receiver to receive, manage and distribute any and all funds
13 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result
14 of violation of California Business and Professions Code sections 17200, *et seq.*;

15 42. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
16 Code of Civil Procedure section 1021.5;

17 43. For injunctive relief to ensure compliance with this section, pursuant to California
18 Business and Professions Code sections 17200, *et seq.*; and

19 44. For such other and further relief as the Court may deem just and proper.

20 **As to the Eighth Cause of Action**

21 45. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor Code;

22 46. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210,
23 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor Code and/or
24 other applicable statutes; and

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1 47. For such other relief as the Court deems just and proper.

2
3 DATED: July 2, 2024

4 Respectfully submitted,

5 **NORTH LAW, P.C.**

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8 _____
9 Hengameh S. Safaei
10 Counsel for Plaintiff ISRAEL
11 GUTIERREZ ANDRADE, individually
12 and on behalf of others similarly situated
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DATED: July 2, 2024

NORTH LAW P.C.

Rafael

Hengameh S. Safaei
Counsel for Plaintiff ISRAEL
GUTIERREZ ANDRADE, individually
and on behalf of others similarly situated