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Attorneys for Plaintiff MIKAEL IRIBE
individually, and on behalf of other Class
Members

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MIKAEL IRIBE, individually, and on behalf
of others similarly situated

Plaintiff,

vs.

CLOSET WORLD, INC., a California
corporation; CLOSET DIMENSIONS, INC., a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.:

COMPLAINT

CLASS ACTION:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Maintain Required Records
7. Failure to Furnish Accurate Itemized Wage Statements
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
9. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION:

10. Penalties under the Labor Code Private Attorneys General Act, as Representative Action

1 PLAINTIFF MIKAEL IRIBE (“PLAINTIFF”), individually and on behalf of all other
2 aggrieved employees and Class Members, demanding a jury trial, hereby alleges as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of himself and all other Class Members of
5 Defendants CLOSET WORLD, INC., a California corporation; CLOSET DIMENSIONS, INC., a
6 California corporation; and DOES 1 through 50, inclusive (collectively “DEFENDANTS”) to
7 recover penalties arising from unpaid wages earned and due, including but not limited to unpaid
8 and illegally calculated overtime compensation, illegal meal and rest period policies, failure to pay
9 all wages due to discharged or quitting employees, failure to maintain required records, failure to
10 provide accurate itemized wage statements, failure to timely pay wages during employment, failure
11 to indemnify employees for necessary expenditures and/or losses incurred in discharging their
12 duties.

13 **JURISDICTION AND VENUE**

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

18 3. Venue is proper in this judicial district and the County of LOS ANGELES,
19 California because PLAINTIFF and other Class Members performed work for DEFENDANTS in
20 the County of LOS ANGELES and many of DEFENDANTS’ unlawful actions and omissions, as
21 set forth herein, occurred in the County of LOS ANGELES.

22 **PARTIES**

23 4. PLAINTIFF is a resident of the State of California. At times material to this
24 complaint, PLAINTIFF was employed by DEFENDANTS as a non-exempt employee within the
25 State of California.

26 5. PLAINTIFF, on behalf of himself and other similarly situated current and former
27 non-exempt employees of DEFENDANTS in the State of California (“CLASS MEMBERS”) at
28 any time during the four years preceding the filing of this action, and continuing while this action

1 is pending (“CLASS PERIOD”), brings this class action to recover, among other things, wages and
2 penalties from unpaid wages earned and due, including but not limited to unpaid minimum wages,
3 unpaid and illegally calculated overtime compensation, illegal meal and rest period policies, failure
4 to properly pay all accrued sick time owed, failure to properly pay all reporting time pay, failure to
5 properly pay employee tips and/or gratuities, failure to pay all wages due to discharged and quitting
6 employees, failure to indemnify employees for necessary expenditures and/or losses incurred in
7 discharging their duties, failure to provide accurate itemized wage statements, failure to maintain
8 required records, and interest, attorneys’ fees, costs, and expenses.

9 6. PLAINTIFF brings this action on behalf of himself and the following similarly
10 situated class of individuals (“CLASS MEMBERS”): all current and former non-exempt
11 employees of DEFENDANTS in the State of California at any time within the period beginning
12 four (4) years prior to the filing of this action and ending at the time this action settles or proceeds
13 to final judgment (the “CLASS PERIOD”). PLAINTIFF reserves the right to name additional
14 class representatives.

15 7. PLAINTIFF is informed and believes, and thereon alleges, that CLOSET WORLD,
16 INC. is, and at all times relevant hereto was, a corporation authorized to conduct business in the
17 State of California, and does conduct business in the State of California. Specifically, upon
18 information and belief, CLOSET WORLD, INC. maintains offices and conducts business in the
19 County of Los Angeles, State of California.

20 8. PLAINTIFF is informed and believes, and thereon alleges, that CLOSET
21 DIMENSIONS, INC. is, and at all times relevant hereto was, a corporation authorized to conduct
22 business in the State of California, and does conduct business in the State of California.
23 Specifically, upon information and belief, CLOSET DIMENSIONS, INC. maintains offices and
24 conducts business in the County of Los Angeles, State of California.

25 9. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
26 PLAINTIFF at this time, and PLAINTIFF therefore sues such Defendants under fictitious names.
27 PLAINTIFF is informed and believes, and thereon alleges, that each Defendant designated as a
28 DOE is in some manner highly responsible for the occurrences alleged herein, and that PLAINTIFF

1 and other Class Members' injuries and damages, as alleged herein, were proximately caused by the
2 conduct of such DOE Defendants. PLAINTIFF will seek leave of the court to amend this complaint
3 to allege the true names and capacities of such DOE Defendants when ascertained.

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

11 11. At all relevant times herein, PLAINTIFF and other Class Members were employed
12 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly
13 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,
14 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF and
15 other Class Members all wages earned and due, through methods and schemes which include, but
16 are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods; failing
17 to properly maintain records; failing to provide accurate itemized statements for each pay period;
18 failure to properly pay all accrued sick time owed; failing to timely pay wages during employment;
19 failing to properly compensate PLAINTIFF and other Class Members for necessary expenditures;
20 and requiring, permitting or suffering the employees to work off the clock, in violation of the
21 California Labor Code ("Labor Code") and the applicable Industrial Welfare Commission ("IWC")
22 Wage Order.

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

28 13. As a direct and proximate result of the unlawful actions of DEFENDANTS,

1 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings
2 in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this
3 Court.

4 14. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
5 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any provision
6 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
7 Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

8 **CLASS ACTION DESIGNATION**

9 15. This action is appropriately suited for a Class Action because:

10 a. The potential class is a significant number. Joinder of all current and former
11 employees individually would be impractical.

12 b. This action involves common questions of law and fact to the potential class
13 because the action focuses on DEFENDANTS' systematic course of illegal payroll practices and
14 policies, which was applied to all non-exempt employees in violation of the Labor Code, the
15 applicable IWC wage order, and the Business and Professions Code which prohibits unfair business
16 practices arising from such violations.

17 c. The claims of PLAINTIFF are typical of the class because DEFENDANTS
18 subjected all non-exempt employees to identical violations of the Labor Code, the applicable IWC
19 wage order, and the Business and Professions Code.

20 d. PLAINTIFF is able to fairly and adequately protect the interests of all
21 members of the class because it is in his best interests to prosecute the claims alleged herein to
22 obtain full compensation due to them for all services rendered and hours worked.

23 **FIRST CAUSE OF ACTION**

24 **Failure to Provide Required Meal Periods**

25 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order Nos. 1-2001, 5-2001, 16-**
26 **2001, § 11]**

27 **(Against all DEFENDANTS)**

28 16. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the

1 allegations in the foregoing paragraphs.

2 17. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and
3 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
4 required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than
5 the 30-minute meal period, or to work through them, and have failed to otherwise provide the
6 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code
7 § 226.7, 512 and IWC Orders No. 5-2001, § 11.

8 18. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage
9 Order Nos. 1-2001, 5-2001, 16-2001, § 11 by failing to compensate PLAINTIFF and CLASS
10 MEMBERS who were not provided with a meal period, in accordance with the applicable wage
11 order, one additional hour of compensation at each employee's regular rate of pay for each workday
12 that a meal period was not provided.

13 19. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194, 1197,
14 and IWC Wage Order Nos. 1-2001, 5-2001, 16-2001 by failing to compensate PLAINTIFF and
15 CLASS MEMBERS for all hours worked during their meal periods.

16 20. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
17 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned
18 and due, interest, penalties, expenses, and costs of suit.

19 **SECOND CAUSE OF ACTION**

20 **Failure to Provide Required Rest Periods**

21 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order Nos. 1-2001, 5-2001, 16-2001, § 12]**

22 **(Against all DEFENDANTS)**

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

25 22. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
26 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS failed
27 to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under California Labor
28 Code §§ 226.7 and 512, and IWC Wage Order Nos. 1-2001, 5-2001, 16-2001, § 12.

1 23. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
2 Order Nos. 1-2001, 5-2001, 16-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS
3 who were not provided with a rest period, in accordance with the applicable wage order, one
4 additional hour of compensation at each employee's regular rate of pay for each workday that a rest
5 period was not provided.

6 24. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
7 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned
8 and due, interest, penalties, expenses, and costs of suit.

9 **THIRD CAUSE OF ACTION**

10 **Failure to Pay Overtime Wages**

11 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order Nos. 1-2001, 5-2001, 16-2001, § 3]**

12 **(Against all DEFENDANTS)**

13 25. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
14 allegations in the foregoing paragraphs.

15 26. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order Nos. 1-
16 2001, 5-2001, 16-2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS
17 MEMBERS for all overtime, which is calculated at one and one-half (1 ½) times the regular rate
18 of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week,
19 and for the first eight (8) hours on the seventh consecutive workday, with double time for all hours
20 worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight
21 (8) hours on the seventh consecutive day of work in any workweek.

22 27. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
23 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage Order
24 Nos. 1-2001, 5-2001, 16-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate
25 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the
26 foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:
27 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by
28 California Labor Code §§ 510, 1194, and IWC Wage Order Nos. 1-2001, 5-2001, 16-2001, § 3;

1 requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock;
2 requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and
3 rest breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS
4 MEMBERS worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records;
5 failing to provide accurate itemized wage statements to PLAINTIFF for each pay period; failing to
6 properly pay employees reporting time on occasions when they were required to report for work,
7 and did report, but were not put to work or were furnished less than half of their usual or scheduled
8 day's work; failing to include all forms of remuneration when calculating the regular rate of pay
9 for purposes of paying overtime; and other methods to be discovered.

10 28. In violation of California law, DEFENDANTS have knowingly and willfully
11 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all
12 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS
13 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
14 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
15 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
16 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

17 29. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
18 1194, 1198 and IWC Wage Order Nos. 1-2001, 5-2001, 16-2001, § 3. Therefore, pursuant to
19 California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under
20 the California Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are
21 entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest,
22 penalties, attorneys' fees, expenses, and costs of suit.

23 **FOURTH CAUSE OF ACTION**

24 **Failure to Pay Minimum Wages**

25 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order Nos. 1-2001, 5-2001, 16-2001, § 4]**

26 **(Against all DEFENDANTS)**

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

31. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order Nos. 1-2001, 5-2001, 16-2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

32. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay period; failing to properly pay employees reporting time on occasions when they were required to report for work, and did report, but were not put to work or were furnished less than half of their usual or scheduled day's work; and other methods to be discovered.

33. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194, 1197, and IWC Wage Order Nos. 1-2001, 5-2001, 16-2001, § 4. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

FIFTH CAUSE OF ACTION

Failure to Pay All Wages Due to Discharged and Quitting Employees

[Cal. Labor Code §§ 201, 202, 203]

(Against all DEFENDANTS)

34. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

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

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

36. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

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

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

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

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

SIXTH CAUSE OF ACTION

Failure to Maintain Required Records

[Cal. Labor Code §§ 226; IWC Wage Order Nos. 1-2001, 5-2001, 16-2001, § 7]

(Against all DEFENDANTS)

41. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

42. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and

1 practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,
2 DEFENDANTS knowingly and intentionally failed to maintain records as required under
3 California Labor Code §§ 226, 1174, and IWC Wage Order Nos. 1-2001, 5-2001, 16-2001, § 7,
4 including but not limited to the following records: total daily hours worked by each employee;
5 applicable rates of pay; all deductions; meal periods; time records showing when each employee
6 begins and ends each work period; and accurate itemized statements.

7 43. As a proximate result of DEFENDANTS' unlawful actions and omissions,
8 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial,
9 and are entitled to all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and
10 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
11 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of
12 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
13 California Labor Code § 226(e), as well as other available remedies.

14 **SEVENTH CAUSE OF ACTION**

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

16 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order Nos. 1-2001, 5-2001, 16-2001, § 7]**

17 **(Against all DEFENDANTS)**

18 44. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
19 allegations in the foregoing paragraphs.

20 45. During the CLASS PERIOD, DEFENDANTS routinely failed to provide
21 PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in
22 writing showing each employee's gross wages earned, total hours worked, all deductions made, net
23 wages earned, the name and address of the legal entity or entities employing PLAINTIFF and
24 CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the
25 corresponding number of hours worked at each hourly rate, in violation of California Labor Code
26 § 226 and IWC Wage Order Nos. 1-2001, 5-2001, 16-2001, § 7.

27 46. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed to
28 provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements

1 in accordance with California Labor Code § 226(a).

2 47. As a proximate result of DEFENDANTS' unlawful actions and omissions,
3 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial,
4 and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS
5 MEMBERS are entitled to all available statutory penalties, including but not limited to civil
6 penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs,
7 expenses, and reasonable attorneys' fees, including but not limited to those provided in California
8 Labor Code § 226(e), as well as other available remedies.

9 **EIGHTH CAUSE OF ACTION**

10 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**
11 **Duties**

12 **[Cal. Labor Code § 2802]**

13 **(Against all DEFENDANTS)**

14 48. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
15 allegations in the foregoing paragraphs.

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

19 50. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
20 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
21 in direct consequence of the discharge of their duties while working under the direction of
22 DEFENDANTS, including but not limited to expenses for use of specialty equipment, work boots,
23 chemical resistant clothing, gas masks, donning and doffing, and other employment-related
24 expenses, in violation of California Labor Code § 2802.

25 51. As a proximate result of DEFENDANTS' unlawful actions and omissions,
26 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial,
27 and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to California
28 Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all

1 available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees,
2 including those provided in California Labor Code § 2802(c), as well as other available remedies.

3 **NINTH CAUSE OF ACTION**

4 **Unfair and Unlawful Business Practices**

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

6 **(Against all DEFENDANTS)**

7 52. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
8 allegations in the foregoing paragraphs.

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

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

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

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

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

TENTH CAUSE OF ACTION

Representative Action for Civil Penalties

[Cal. Labor Code §§ 2698–2699.5]

(Against All DEFENDANTS)

58. PLAINTIFF incorporates herein by specific reference as though fully set forth the allegations in all preceding paragraphs.

59. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor Code § 2699(c), and a proper representative to bring a civil action on behalf of himself and other current and former employees of DEFENDANTS pursuant to the procedures specified in California Labor Code § 2699.3, because PLAINTIFF and CLASS MEMBERS were employed by DEFENDANTS and the alleged violations of the California Labor Code were committed against PLAINTIFF and CLASS MEMBERS.

60. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698–2699.5, PLAINTIFF and CLASS MEMBERS seeks to recover civil penalties, including but not limited to penalties under California Labor Code §§ 2699, 210, 226.3, 558, 1174.5, 1197.1, and IWC Wage Order Nos. 1-2001, 5-2001, 16-2001, § 20, from DEFENDANTS in a representative action for the violations set forth above, including but not limited to violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and

1 2802. PLAINTIFF and CLASS MEMBERS are also entitled to an award of reasonable attorneys’
2 fees and costs pursuant to California Labor Code § 2699(g)(1).

3 61. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on
4 March 25, 2024 by online filing to the California Labor and Workforce Development Agency
5 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the California
6 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories
7 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has
8 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

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

11 **PRAYER FOR RELIEF**

12 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly
13 situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,
14 and each of them, as follows:

- 15 1. For compensatory damages in an amount to be ascertained at trial;
- 16 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
17 as disgorged profits from DEFENDANTS’ unfair and unlawful business practices;
- 18 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
19 and IWC Wage Order Nos. 1-2001, 5-2001, 16-2001;
- 20 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 21 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
22 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and from
23 engaging in the unlawful business practices complained of herein;
- 24 6. For waiting time penalties pursuant to California Labor Code § 203;
- 25 7. For statutory and civil penalties according to proof, including but not limited to all
26 penalties authorized by the California Labor Code §§ 226(e);
- 27 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor
28 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable

1 provision providing for pre-judgment interest;

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

5 10. For declaratory relief;

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

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

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

11
12 DATED: March 25, 2024

Respectfully submitted,

13 **MATERN LAW GROUP, PC**

14
15 By: _____

16 Matthew J. Matern
17 Julia Z. Wells
18 Sean P. Hardy
19 Attorneys for Plaintiff
20 MIKAEL IRIBE, individually, and on behalf
21 of others similarly situated
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DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: March 25, 2024

Respectfully submitted,

MATERN LAW GROUP, PC

By:

Matthew J. Matern
Julia Z. Wells
Sean P. Hardy
Attorneys for Plaintiff
MIKAEL IRIBE, individually, and on behalf
of others similarly situated