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 Superior Court of California,
 County of Los Angeles
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 David W. Slayton,
 Executive Officer/Clerk of Court,
 By E. Salcido, Deputy Clerk

Attorney for Plaintiff Amaya Summers, on behalf of herself
 and all aggrieved employees pursuant to Labor Code Section 2698 et seq.

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

AMAYA SUMMERS, individually and
 on behalf of herself and all aggrieved
 employees pursuant to Labor Code
 Section 2698 et seq.;

Plaintiff,

vs.

BENJAMIN WELLS, individually and
 doing business as AAA Quality Self
 Storage and AAA Quality Self Storage
 Long Beach; HENRY PRITCHETT,
 individually and doing business as AAA
 Quality Self Storage and AAA Quality
 Self Storage Long Beach; AAA
 QUALITY SELF STORAGE, LLC, a
 California limited liability company; AAA
 QUALITY SELF STORAGE, LONG
 BEACH, a form of entity unknown;
 LONNIE WELLS, an individual; and
 DOES 1-10, inclusive,

Defendants.

CASE NO.: 25LBCV00422

COMPLAINT FOR:

- 1. FAILURE TO PROVIDE REST PERIODS
OR COMPENSATION IN LIEU THEREOF**
 - 2. FAILURE TO PROVIDE MEAL
PERIODS OR COMPENSATION IN LIEU
THEREOF**
 - 3. FAILURE TO INDEMNIFY FOR
EXPENDITURES**
 - 4. FAILURE TO TIMELY PAY WAGES
DUE UPON SEPARATION OF
EMPLOYMENT**
 - 5. FAILURE TO PAY ALL WAGES DUE**
 - 6. FAILURE TO COMPLY WITH
EMPLOYEE WAGE STATEMENT
PROVISIONS**
 - 7. VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200**
 - 8. CIVIL PENALTIES UNDER
CALIFORNIA LABOR CODE 2698 ET. SEQ
(PRIVATE ATTORNEYS GENERAL ACT)**
- DEMAND FOR JURY TRIAL**

1 Plaintiff AMAYA SUMMERS individually and on behalf of herself and all aggrieved
2 employees pursuant to Labor Code Section 2698 et seq. alleges as follows against all Defendants:

3 I.

4 **INTRODUCTION AND FACTUAL BACKGROUND**

5 1. Defendants have had consistent policies of voluntarily and knowingly failing to pay all
6 wages due to Plaintiff; failing to provide her legally compliant meal and rest periods or
7 compensation in lieu thereof, failing to blend bonus pay and other non-base hourly wages into a
8 regular rate of pay for purposes of paying overtime, sick pay and other wages or compensation
9 based thereon; failing to timely pay her all wages due upon separation of her employment; failing
10 to reimburse her for expenditures she incurred in direct consequence of discharging here duties;
11 and failing to provide accurately itemized wage statements.

12 2. Plaintiff's brings this action pursuant to California Labor Code ("Labor Code") §§ 201-
13 203, 210, 226(a), 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 2802, Industrial Welfare
14 Commission Order 5-200 and other Labor Code sections Defendants violated with respect to
15 Plaintiff and Aggrieved Employees seeking recovery and compensation for all unpaid wages,
16 liquidated damages, civil and statutory penalties, injunctive and other equitable relief, and
17 reasonable attorneys' fees and costs.

18 3. Plaintiff, on behalf of herself, pursuant to Business & Professions Code §§ 17200-17208,
19 also seeks restitution and disgorgement of all benefits Defendants enjoyed from their failure to
20 pay her all wages due.

21 4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395 because
22 Defendants employed Plaintiff in Los Angeles County, California.

23 5. Plaintiff, on behalf of herself and all other non-exempt California employees of
24 Defendants employed one year prior to the date Plaintiff first began the process of exhausting the
25 administrative requirements under Labor Code § 2698 et seq., by filing with the Labor and
26 Workforce Development Agency ("LWDA") and serving on Defendants written notice of claims
27 described herein, and continuing throughout and to the present ("Aggrieved Employees"), also
28

1 seeks civil penalties for Defendants' violations of the California Labor Code under the Private
2 Attorneys General Act of 2004 ("PAGA").

3 **II.**

4 **PARTIES**

5 6. Plaintiff AMAYA SUMMERS was employed by Defendants during all relevant times
6 alleged herein as a non-exempt employee in Los Angeles County, California.

7 7. Defendant BENJAMIN WELLS is an individual, also doing business under the fictitious
8 business names AAA Quality Self Storage and AAA Quality Self Storage Long Beach.

9 8. Defendant HENRY PRITCHETT is an individual, also doing business under the fictitious
10 business names AAA Quality Self Storage and AAA Quality Self Storage Long Beach.

11 9. Defendant AAA QUALITY SELF STORAGE, LLC is a California limited liability
12 company.

13 10. Defendant, LONNIE WELLS, is an individual.

14 11. Defendant, AAA QUALITY SELF STORAGE, LONG BEACH as separately named
15 herein may be an entity separate and apart from any of the other named Defendants and if so the
16 form of such entity is currently unknown to Plaintiff and Plaintiff reserves the right to amend this
17 Complaint to allege such form if and upon discovery of same.

18 12. Defendants Benjamin Wells, Lonnie Wells and Henry Pritchett were, in addition to the
19 direct employers of Plaintiff and Aggrieved Employees, the owners, directors, officers and/or
20 managing agents each of the entity defendants named herein and are also liable for the violations
21 alleged herein against said entity defendants pursuant to California Labor Code §558.1.

22 13. The true names and capacities, whether individual, corporate, associate, or otherwise, of
23 Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who
24 therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474.
25 Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
26 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred
27 to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
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capacities of the Defendants designated hereinafter as DOES when such identities become known.

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

III.

FIRST CAUSE OF ACTION

PLAINTIFF AGAINST ALL DEFENDANTS FOR

FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF

(INCLUSIVE OF LABOR CODE § 226.7; IWC WAGE ORDER 5-2001)

15. Plaintiff incorporates paragraphs 1 through 14 above as though fully set forth herein.

16. Defendants employed Plaintiff and failed to provide her with required and proper rest periods or pay her premium wages due in lieu thereof in violation of Labor Code § 226.7 and IWC Wage Order No. 5-2001.

17. Defendants had no policy of mandating or requiring rest periods.

18. Plaintiff worked but was denied and unable to take a 10-minute, off duty rest periods for every four (4) hours that she worked or major fraction.

19. Defendants were required but failed to pay Plaintiff one additional hour of pay at her regular rate of compensation for each day she worked without being provided the appropriate rest period(s).

20. Pursuant to Labor Code § 226.7, Plaintiff seeks the payment of all rest period compensation which she is owed for and during a period dating back four (4) years prior to the filing of her action and continuing through the present (the "liability period"), the liability period according to proof and such other relief prayed for herein.

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IV.

SECOND CAUSE OF ACTION

PLAINTIFF AGAINST ALL DEFENDANTS FOR FAILURE

TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF

(INCLUSIVE OF LABOR CODE §§ 226.7, 512, and IWC Wage Order No. 5-2001)

21. Plaintiff incorporates paragraphs 1 through 14 of this Complaint herein as though fully set forth.

22. Defendants employed Plaintiff and failed to provide her with compliant and required meal breaks or failed to pay her premium wages in lieu thereof as required by and in violation of Labor Code §§ 226.7, 512, and IWC Wage Order No. 5-2001.

23. Plaintiff was employed and worked more than five hours per day for the Defendants but was NOT provided with meal breaks as required by Labor Code §512 (employees employed for more than 5 hours in a day are required to be provided a meal period of not less than 30 minutes, and second meal period of not less than 30 minutes if employed for more than 10 hours in a day).

24. Plaintiff was completely denied uninterrupted, 30 minute, meal breaks. Each day she worked, she was forced to remain at the Defendant's facility and on duty unable to take an uninterrupted meal break.

25. Plaintiff is entitled to one hour of pay for each day that Defendants failed to properly provide her with one or more meal periods as set forth in Labor Code §§ 226.7 and 512.

26. Plaintiff seeks the payment of all meal period compensation which she is owed during her employment within the four years preceding the filing of her Action, according to proof, pursuant to Labor Code §§ 226.7 and 512, all unpaid minimum and overtime wages due, plus interest thereon, attorneys' fees, and costs, pursuant to Labor Code § 1194, liquidated damages, pursuant to Labor Code § 1194.2 and any other relief prayed for herein.

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V.

THIRD CAUSE OF ACTION
PLAINTIFF AGAINST ALL DEFENDANTS FOR
FAILURE TO REIMBURSE
(INCLUSIVE OF LABOR CODE§ 2802)

27. Plaintiff incorporates paragraphs 1 through 14 of this Complaint herein as though fully set forth.

28. Defendants employed Plaintiff and failed to reimburse her for necessary expenditures and losses she incurred in direct consequence of the discharge of her duties, in violation of Labor Code § 2802.

29. Plaintiff was required to pay for and use her own cellular phone in the discharge of her employment duties.

30. Defendants failed to reimburse Plaintiff for the costs she incurred in direct consequence of discharging her employment duties, including the costs of her cellular phone.

31. Plaintiff is entitled to reimbursement of the full amount of the expenses incurred, interest on that amount, attorney fees, civil penalties under California Labor Code Section 2802 and such other relief prayed for herein.

VI.

FOURTH CAUSE OF ACTION
PLAINTIFF AGAINST ALL DEFENDANTS FOR FAILURE TO
TIMELY PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT
(INCLUSIVE OF LABOR CODE §§ 201-203)

32. Plaintiff incorporates paragraphs 1 through 31 above as though fully set forth herein.

33. California Labor Code § 201 and § 202 require Defendants to pay employees all wages due within 72 hours after resignation of employment or the day of termination of employment.

34. Defendants failed to Plaintiff all wages due to Plaintiff at separation of her employment as required by law.

35. Labor Code § 203 provides that if an employer willfully fails to timely pay wages due at separation, the employer must, as a penalty, continue to pay the subject employee's daily wages until the back wages are paid in full or an action is commenced, not to exceed 30 days of wages.

36. Plaintiff seeks 30 days' wages as a penalty under Labor Code § 203 for Defendants' failure to timely pay legal wages at separation of employment and such further relief as prayed for herein.

VII.

FIFTH CAUSE OF ACTION

PLAINTIFF AGAINST ALL DEFENDANTS FOR

FAILURE TO PAY ALL WAGES DUE

(INCLUSIVE OF LABOR CODE §§ 510, 558, 1194, and 1194.2)

37. Plaintiff incorporates paragraphs 1 through 36 of this Complaint herein as though fully set forth.

38. Defendants employed Plaintiff and failed to pay her all minimum and overtime wages earned during the course of Plaintiff's employment, in violation of Labor Code §§ 510, 558, 1194, and 1194.2.

39. Among other things alleged herein, Plaintiff earned bonus pay and non-base hourly wages in the course of her employment that the Defendants were required but failed to take into consideration and account when determining a "regular rate of pay" for purposes of paying overtime, sick pay, vacation pay and other compensation based on regular rate of pay.

40. Defendants failed to properly "blend" Plaintiff's rate of pay for determining and paying sick pay, vacation pay and any other remuneration that should have been paid based on a "blended" rate of pay.

41. As a result of the unlawful acts of Defendants in willfully failing to pay all minimum and overtime wages due, Plaintiff has been deprived of wages in amounts to be determined at trial, and is entitled to restitution and recovery of such amounts, plus interest thereon, attorneys' fees,

and costs, pursuant to Labor Code § 1194, liquidated damages pursuant to Labor Code § 1194.2 and such other and further relief prayed for herein.

VIII.

FIFTH CAUSE OF ACTION

**PLAINTIFF AGAINST ALL DEFENDANTS FOR
FAILURE TO COMPLY WITH WAGE STATEMENT PROVISIONS**

(LABOR CODE § 226(a), (e))

42. Plaintiff incorporates paragraphs 1 through 41 of her Complaint herein as though fully set forth.

43. Section 226(a) of the California Labor Code requires Defendants to provide accurate itemized wage statements in writing showing (1) gross wages earned, (2) total hours worked by the employee..., (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of her or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer..., and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

44. Wage statements provided by Defendants to Plaintiff failed to comply with Labor Code 226(a), including by failing to accurately state all gross wages earned, total hours worked, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding numbers of hours worked at each rate.

45. Defendants knowingly and intentionally failed to comply with Labor Code § 226(a).

46. Plaintiff is entitled to penalties pursuant to Labor Code § 226(e) to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of

\$4,000 per employee, and are entitled to an award of costs and reasonable attorneys' fees pursuant to Labor Code § 226(h) and such other relief prayed for herein.

IX.

SEVENTH CAUSE OF ACTION

**PLAINTIFF AGAINST ALL DEFENDANTS FOR
UNFAIR COMPETITION PURSUANT TO
BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.**

47. Plaintiff incorporates paragraphs 1 through 46 of the Complaint herein as though fully set forth.

48. The conduct of all Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

49. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

50. Business & Professions Code § 17200 et seq. prohibits unlawful and unfair business practices.

51. Wage and hour laws express fundamental public policies. Properly providing employees with all wages are fundamental public policies of this State and of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor standards, to ensure that employees are not required or permitted to work under substandard and unlawful conditions, and to protect law-abiding employers and its employees from competitors who lower their costs by failing to comply with minimum labor standards.

52. Defendants have violated statutes and public policies. Through the conduct alleged in this Complaint, Defendants, and each of them, have acted contrary to these public policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in violation of Business & Professions Code § 17200 et seq. depriving Plaintiff

1 and all interested persons of rights, benefits, and privileges guaranteed to all employees under
2 law.

3 53. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of
4 §17200 et seq. of the Business & Professions Code.

5 54. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise of
6 reasonable care should have known that the conduct was unlawful. As such, it is a violation of
7 § 17200 et seq. of the Business & Professions Code.

8 55. As a proximate result of the above-mentioned acts of Defendants, Plaintiff has been
9 damaged in a sum as may be proven at the time of trial.

10 56. Unless restrained by this Court, Defendants will continue to engage in the unlawful
11 conduct, as alleged above. Pursuant to Business & Professions Code § 17200 et seq., this Court
12 should make such orders or judgments, including the appointment of a receiver, as may be
13 necessary to prevent the use or employment, by Defendants, its agents, or employees, of any
14 unlawful or deceptive practice prohibited by the Business & Professions Code, and/or, including
15 but not limited to, disgorgement of profits which may be necessary to restore Plaintiff the money
16 Defendants have unlawfully failed to pay.

17 **X.**

18 **EIGHTH CAUSE OF ACTION**

19 **PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST DEFENDANTS FOR**
20 **CIVIL PENALTIES PURSUANT TO LABOR CODE § 2698 et seq.**

21 57. Plaintiff incorporates paragraphs 1 through 57 of this Complaint herein as though fully
22 set forth.

23 58. Plaintiff alleges the following in a representative capacity pursuant to Labor Code §2698
24 et seq., the Private Attorneys General Act, on behalf of herself and all other non-exempt
25 California employees who currently work or formerly worked for Defendants ("Aggrieved
26 Employees").
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59. During the year prior to the date Plaintiff began the process of exhausting the administrative requirements pursuant to Labor Code § 2698 et seq. (by filing with the LWDA and serving Defendant with written notice of the claims herein) and continuing throughout and to the present, Defendants have:

a. Failed to pay premium wages to Plaintiff and Aggrieved Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 5-2001. Defendants had no policy of mandating or requiring rest periods. Plaintiff and Aggrieved Employees were routinely denied and unable to take an off-duty 10-minute rest period for every four (4) hours they worked or major fraction thereof, and they were not paid premium wages of one hour's pay for each missed rest period in lieu thereof. Defendants violated Labor Code § 226.7 and IWC Wage Order No. 5-2001;

b. Failed to pay premium wages to Plaintiff and other Aggrieved Employees who were denied compliant meal periods, in violation of Labor Code §§ 226.7, 512, and IWC Wage Order 5-2001. Plaintiff and Aggrieved Employees were employed by Defendants and worked more than five hours per day but were NOT provided with meal breaks (employees employed for more than 5 hours in a day are required to be provided a meal period of not less than 30 minutes, and second meal period of not less than 30 minutes if employed for more than 10 hours in a day). Plaintiff and Aggrieved Employees were denied uninterrupted, 30 minute, meal breaks. Each day they worked, they were forced to remain at the facility and on duty unable to take an uninterrupted meal break. Defendants also failed to pay premium wages of one hour's pay for each missed compliant first or second meal period. The foregoing violates Labor Code §§ 226.7, 512 and IWC Wage Order 5-2001.

c. Failed to reimburse Plaintiff and Aggrieved Employees for necessary expenditures and losses they incurred in direct consequence of the discharge of their duties, in violation of Labor Code § 2802.

d. Failed to provide Plaintiff and other Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a). Defendants

knew of their legal obligations to give accurate, itemized wage statements, including as to Plaintiff's and Aggrieved Employees' gross wages earned, total hours worked, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding numbers of hours worked at each rate but knowingly and intentionally failed to do so; and

e. Failed to pay Plaintiff and other Aggrieved Employees who were terminated by Defendants all wages due at the separation of their employment based on the time frames required by Labor Code §§ 201 and 202. Plaintiff and other Aggrieved Employees were not paid all wages due during the course of their employment, and as a result of this failure, Plaintiff and other Aggrieved Employees whose employment terminated were not timely paid all wages due at the separation of their employment in violation of Labor Code §§ 201-202.

f. Failed to pay Plaintiff and other Aggrieved Employees all minimum and overtime wages that were due to them during the course of their employment in violation of Labor Code §§ 510, 558, 1194, and 1194.2. Among other things, Plaintiff and Aggrieved Employees earned and received "bonus" pay and/or other non-base hourly wages in the course of their employment that the Defendants were required but failed to take into consideration and account for when determining a "regular rate of pay" for purposes of paying overtime, sick pay, vacation pay and other remuneration that should have been paid based on a "blended" rate of pay.

60. Defendants knew of their legal obligations with respect to rest and meal periods, premium wages due in lieu thereof and the obligation to pay Plaintiff and Aggrieved Employees all that was due to them on separation but knowingly and intentionally failed to do so.

61. Plaintiff, on behalf of himself and all Aggrieved Employees pursuant to Labor Code § 2698 et seq., seeks all civil penalties arising from Defendants' violations of the California Labor Code and IWC orders referenced above, including those arising under Labor Code 2699(f), 226.3, 558.

62. Pursuant to applicable law, civil penalties recovered will be allocated 65% to the LWDA and 35% to Aggrieved Employees.

63. Plaintiff filed by online submissions to the LWDA and properly served upon Defendants the requisite notices setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 et seq.

64. No notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of the date of submission of the requisite notices that Plaintiff submitted and therefore commences this action to seek civil penalties pursuant to Labor Code § 2698 et seq.

XI

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages in an amount according to proof;
2. For liquidated damages pursuant to Labor Code § 1194.2;
3. For meal and rest period compensation pursuant to Labor Code § 226.7
4. For reimbursement of and indemnification for expenditures, according to proof.
5. For penalties pursuant to Labor Code § 226(e);
6. For penalties under Labor Code §203;
7. An award of prejudgment and post-judgment interest;
8. For restitution for unfair competition pursuant to Business & Professions Code § 17200 et seq.;
9. For civil penalties pursuant to Labor Code § 2698 et seq. for Plaintiff and all other Aggrieved Employees;
10. An award providing for payment of costs of suit pursuant to Labor Code §§ 226(h), 1194, 2699(g)(1), and other applicable law;
11. An award of attorneys' fees pursuant to Labor Code §§ 226(h), 1194, 2699(g)(1), and other applicable law; and

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12. Such other and further relief as the Court may deem just and proper.

DATED: February 12, 2025

THE PEERY LAW FIRM

By:



AMIT PEERY, Attorney for Plaintiff