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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

AVDUSH ELEZI, individually, and on behalf of
the State of California,

Plaintiff,

v.

TARGET CORPORATION, a Minnesota
corporation, and DOES 1 through 10, inclusive,

Defendants.

Case No.: CIVSB2422327

[Assigned to Hon. Carlos Cabrera, Dept. 24]

**FIRST AMENDED NON-
REPRESENTATIVE INDIVIDUAL
COMPLAINT FOR:**

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, 1197, and 1197.1);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802)
8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and,
9. Civil Penalties Under PAGA (Cal. Lab. Code § 2699, *et seq.*

Action Filed: July 10, 2024

1 Plaintiff Avdush Elezi, (“Plaintiff”), on information and belief alleges individual claims as
2 follows:

3 **INTRODUCTION & PRELIMINARY STATEMENT**

4 1. Plaintiff brings this action against Defendant Target Corporation, and Does 1
5 through 10 (hereinafter collectively referred to as “Defendants”) for California Labor Code
6 violations and unfair business practices stemming from Defendants’ failure to pay for all hours
7 worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to
8 authorize and permit rest periods, failure to timely pay final wages, failure to furnish accurate wage
9 statements, failure to indemnify Plaintiff for employment-related expenditures, and failure to
10 produce requested employment records.

11 2. Plaintiff individually brings the First through Ninth Causes of Action against
12 Defendants. Plaintiff was employed by Defendants in California as an hourly paid or non-exempt
13 employee during the statute of limitations period applicable to the claims pleaded here.

14 3. Defendants own/owned and operate/operated an industry, business, and
15 establishment within the State of California, including San Bernardino County. As such and based
16 upon all the facts and circumstances incident to Defendants’ business in California, Defendants are
17 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
18 (“IWC”), and the California Business & Professions Code.

19 4. Despite these requirements, throughout the statutory period, Defendants maintained
20 a systematic, company-wide pattern and practice of:

- 21 a) Failing to pay Plaintiff for all hours worked, including all minimum, straight
22 time, and overtime in compliance with the California Labor Code and IWC
23 Wage Orders;
- 24 b) Failing to provide Plaintiff with timely and duty-free meal periods in
25 compliance with the California Labor Code and IWC Wage Orders, failing
26 to maintain accurate records of all meal periods taken or missed, and failing
27 to pay an additional hour’s pay for each workday a meal period violation
28 occurred;

- c) Failing to authorize and permit Plaintiff to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an additional hour's pay for each workday a rest period violation occurred;
- d) Willfully failing to pay Plaintiff all minimum, straight time, overtime, meal period premium, and rest period premium wages due within the time period specified by California law when employment terminates;
- e) Failing to provide Plaintiff with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders; and,
- f) Failing to indemnify Plaintiff for expenditures incurred in direct discharge of duties of employment.

5. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

6. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

THE PARTIES

A. Plaintiff

7. Plaintiff Avdush Elezi is a resident of Rancho Cucamonga, California who worked for Defendants in San Bernardino County, California as an hourly-paid, non-exempt employee during the relevant times alleged herein.

8. Plaintiff reserves the right to seek leave to amend this complaint to add new Plaintiffs.

1 **B. Defendants**

2 9. Plaintiff is informed and believes, and based upon that information and belief
3 alleges, that Defendant Target Corporation is, and at all times herein mentioned, was:

- 4 a) A business entity conducting business in numerous counties throughout the
5 State of California, including San Bernardino County; and,
6 b) The former employer of Plaintiff, because Defendant Target Corporation
7 suffered and permitted Plaintiff to work, and/or controlled his wages, hours,
8 or working conditions.

9 10. Plaintiff does not know the true names or capacities of the persons or entities sued
10 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each
11 of the Doe Defendants was in some manner legally responsible for the damages suffered by
12 Plaintiff as alleged herein. Plaintiff will amend this complaint to set forth the true names and
13 capacities of these Defendants when they have been ascertained, together with appropriate
14 charging allegations, as may be necessary.

15 11. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
16 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
17 injured Plaintiff in the State of California.

18 12. Plaintiff is informed and believes and thereon alleges that at all relevant times each
19 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and
20 exercised control over his wages, hours, and working conditions. Plaintiff is informed and believe
21 and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner,
22 joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation,
23 successor in interest and/or predecessor in interest of some or all of the other Defendants, and was
24 engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such
25 other relationships to some or all of the other Defendants so as to be liable for their conduct with
26 respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges that
27 each Defendant acted pursuant to and within the scope of the relationships alleged above, that each
28 Defendant knew or should have known about, and authorized, ratified, adopted, approved,

1 controlled, aided and abetted the conduct of all other Defendants and/or all Defendants were joint
2 employers.

3 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

4 13. During Plaintiff's employment, Defendants paid (or purportedly paid) Plaintiff an
5 hourly wage and classified him as non-exempt from overtime. Defendants typically scheduled
6 Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff also
7 worked more than eight hours in a workday and more than forty (40) hours in a workweek.

8 14. Throughout Plaintiff's employment, Defendants failed to pay for all hours worked
9 (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally
10 compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely
11 pay all final wages to Plaintiff when Defendants terminated his employment, failed to furnish
12 accurate wage statements to Plaintiff, failed to indemnify Plaintiff for employment related
13 expenditures, and failed to produce requested employment records.

14 15. Throughout the statutory period, Defendants maintained a pattern and practice of
15 not paying Plaintiff for all hours worked, including minimum, straight time, and overtime wages.
16 Defendants required Plaintiff to work "off-the-clock," uncompensated, by, for example, requiring
17 Plaintiff to perform work during uncompensated meal periods and rest periods. Some of this unpaid
18 work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendants
19 also failed to maintain accurate records of the hours Plaintiff worked.

20 16. Throughout the statutory period, Defendants failed to provide Plaintiff with his
21 legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law
22 (and also including but not limited to failing to provide Plaintiff the opportunity to leave the work
23 premises to take meal periods). Defendants also continued to assert control over Plaintiff by,
24 among other things, requiring, pressuring, or encouraging him to perform work tasks which could
25 not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff
26 permission to take a meal period under the conditions required by law, and without properly
27 compensating Plaintiff for meal periods that were not provided as required by law. Defendants also
28 never informed Plaintiff of his right to, nor permitted him to, at times, take a second meal period

1 when Plaintiff worked at least ten (10) hours of work in a workday and otherwise unlawfully
2 pressured him to waive such breaks. Accordingly, Defendants' pattern and practice was not to
3 provide meal periods to Plaintiff in compliance with California law.

4 17. Throughout the statutory period, Defendants have failed to authorize and permit
5 Plaintiff to take legally compliant rest periods in a manner required by law (and also including but
6 not limited to failing to authorize and permit Plaintiff the opportunity to leave the work premises
7 to take rest periods). Defendants regularly required Plaintiff to work in excess of four (4)
8 consecutive hours a day without Defendants authorizing and permitting him to take a 10-minute,
9 uninterrupted, duty-free rest period for every four (4) hours of work (or major fraction thereof), or
10 without compensating Plaintiff for rest periods that were not authorized or permitted. Instead,
11 Defendants continued to assert control over Plaintiff by requiring, pressuring, or encouraging him
12 to perform work tasks which could not be completed without working in lieu of taking mandatory
13 rest periods, or by denying Plaintiff permission to take a rest period. Accordingly, Defendants'
14 pattern and practice was to not authorize and permit Plaintiff to take rest periods in compliance
15 with California law.

16 18. Throughout the statutory period, Defendants willfully failed and refused to timely
17 pay Plaintiff all final wages due at his termination of employment. In addition, Plaintiff's final
18 paycheck did not include payment for all employment-related expenditures, minimum wages,
19 straight time wages, overtime wages, meal period premium wages, and rest period premium wages
20 owed to him by Defendants at the conclusion of his employment.

21 19. Throughout the statutory period, Defendants failed to furnish Plaintiff with accurate,
22 itemized wage statements showing all applicable hourly rates, and all gross and net wages earned
23 (including correct hours worked, correct wages for meal periods that were not provided in
24 accordance with California law, and correct wages for rest periods that were not authorized and
25 permitted to take in accordance with California law). As a result of these violations of California
26 Labor Code § 226(a), Plaintiff suffered injury because, among other things:

- 27 a) the violations led him to believe that he was not entitled to be paid minimum,
28 straight time, overtime, meal period premium, and rest period premium

wages, even though he was entitled;

- b) the violations led him to believe that he had been paid the minimum, straight time, overtime, meal period premium, and rest period premium wages, even though he had not been;
- c) the violations led him to believe he was not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though he was entitled;
- d) the violations led him to believe he had been paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though he had not been;
- e) the violations hindered him from determining the amounts of minimum, straight time, overtime, meal period premium, and rest period premium wages owed to him;
- f) in connection with his employment before and during this action, and in connection with prosecuting this action, the violations caused him to have to perform mathematical computations to determine the amounts of wages owed to him, computations he would not have to make if the wage statements contained the required accurate information;
- g) by understating the wages truly due to him, the violations caused him to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;
- h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiff was entitled, and Plaintiff was paid less than the wages and wage rates to which he was entitled.

20. Thus, Plaintiff is owed the amounts provided for in California Labor Code § 226(e).

21. Throughout the statutory period, Defendants have wrongfully required Plaintiff to pay expenses that he incurred in direct discharge of his duties for Defendants. Plaintiff regularly paid out-of-pocket for necessary employment-related expenses.

22. Plaintiff incurred substantial expenses as a direct result of performing his job duties for Defendants, but Defendants failed to indemnify Plaintiff for these employment-related expenses.

FIRST CAUSE OF ACTION

(By Plaintiff Individually Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

23. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

24. “Hours worked” is the time during which Plaintiff is subject to the control of Defendants and includes all the time Plaintiff is suffered or permitted to work, whether or not required to do so.

25. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiff compensation for all hours he worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of California Labor Code § 1194, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

26. Accordingly, Plaintiff is entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

27. By and through the conduct described above, Plaintiff has been deprived of his rights to be paid wages earned by virtue of his employment with Defendants.

28. By virtue of the Defendants’ unlawful failure to pay additional compensation to Plaintiff for his non-overtime hours worked without pay, Plaintiff suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and which will be ascertained according to proof at trial.

29. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due to Plaintiff.

30. Pursuant to California Labor Code § 1194.2 and 1197.1, Plaintiff is entitled to

1 recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

2 31. California Labor Code § 204 requires employers to provide employees with all
3 wages due and payable twice a month. Throughout the statute of limitations period applicable to
4 this cause of action, Plaintiff was entitled to be paid twice a month at rates required by law,
5 including minimum and straight time wages. However, during all such times, Defendants
6 systematically failed and refused to pay Plaintiff all such wages due and failed to pay those wages
7 twice a month.

8 32. Plaintiff is also entitled to seek recovery of all unpaid minimum and straight time
9 wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§
10 218.5, 218.6, and 1194(a).

11 **SECOND CAUSE OF ACTION**

12 **(By Plaintiff Individually Against All Defendants for Failure to Pay Overtime Wages)**

13 33. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
14 1 through 21 in this Complaint.

15 34. California Labor Code § 510 provides that employees in California shall not be
16 employed more than eight hours in any workday or forty (40) hours in a workweek unless they
17 receive additional compensation beyond their regular wages in amounts specified by law.

18 35. California Labor Code §§ 1194 and 1198 provide that employees in California shall
19 not be employed more than eight hours in any workday unless they receive additional
20 compensation beyond their regular wages in amounts specified by law. Additionally, California
21 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed
22 by the IWC is unlawful.

23 36. At all times relevant hereto, Plaintiff has worked more than eight hours in a workday
24 and/or more than forty (40) hours in a workweek, as an employee of Defendants.

25 37. At all times relevant hereto, Defendants failed to pay Plaintiff overtime
26 compensation for the hours he worked in excess of the maximum hours permissible by law as
27 required by California Labor Code §§ 510 and 1198.

28 38. By virtue of Defendants' unlawful failure to pay additional premium rate

1 compensation to Plaintiff for his overtime hours worked (including by failing to include all forms
2 of remuneration in calculating the regular rate of pay for purposes of paying overtime), Plaintiff
3 has suffered, and will continue to suffer, damages in amounts which are presently unknown to him
4 but which exceed the jurisdictional minimum of this Court and which will be ascertained according
5 to proof at trial.

6 39. By failing to keep adequate time records required by Labor Code § 1174(d),
7 Defendants have made it difficult to calculate the full extent of overtime compensation due to
8 Plaintiff.

9 40. Plaintiff also requests recovery of overtime compensation according to proof,
10 interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as the
11 assessment of any statutory penalties against Defendants, in a sum as provided by the California
12 Labor Code and/or other statutes.

13 41. California Labor Code § 204 requires employers to provide employees with all
14 wages due and payable twice a month. The Wage Orders also provide that every employer shall
15 pay to each employee, on the established payday for the period involved, overtime wages for all
16 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff with all
17 compensation due, in violation of California Labor Code § 204.

18 **THIRD CAUSE OF ACTION**

19 **(By Plaintiff Individually Against All Defendants for Failure to Provide Meal Periods)**

20 42. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
21 1 through 21 in this Complaint.

22 43. Under California law, Defendants have an affirmative obligation to relieve Plaintiff
23 of all duty in order to take his first daily meal period no later than the start of Plaintiff's sixth hour
24 of work in a workday, and to take his second meal period no later than the start of the tenth hour
25 of work in the workday. California Labor Code § 512, and Section 11 of the applicable Wage
26 Orders require that an employer provide unpaid meal periods of at least thirty (30) minutes for
27 each five-hour period worked. It is a violation of California Labor Code § 226.7 for an employer
28 to require any employee to work during any meal period mandated under any Wage Order.

44. Despite these legal requirements, Defendants, at times, failed to provide Plaintiff with both meal periods as required by California law. By their failure to permit and authorize Plaintiff to take all meal periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted meal periods and/or failing to pay premium wages at the regular rate of pay), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

45. Under California law, Plaintiff is entitled to be paid one hour of additional wages for each workday he was not provided with all required meal period(s), plus interest thereon.

FOURTH CAUSE OF ACTION

(By Plaintiff Individually Against All Defendants for Failure to Authorize and Permit Rest Periods)

46. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

47. Defendants are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). California Labor Code § 512, the applicable Wage Orders require that the employer permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any rest period mandated under any Wage Order.

48. Despite these legal requirements, Defendants failed to authorize Plaintiff to take rest breaks, regardless of whether Plaintiff worked more than four (4) hours in a workday. By their failure to permit and authorize Plaintiff to take rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted rest periods and/or failing not pay premium payments at the proper regular rate of pay), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

49. Under California law, Plaintiff is entitled to be paid one (1) hour of premium wages

rate for each workday he or she was not provided with all required rest break(s), plus interest thereon.

FIFTH CAUSE OF ACTION

(By Plaintiff Individually Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

50. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

51. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (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.

52. Within the applicable statute of limitations, the employment of Plaintiff was terminated by quitting or discharge. However, during the relevant time period, Defendants failed, and continue to fail to pay terminated Plaintiff, without abatement, all wages required to be paid by California Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of his leaving Defendants' employ.

53. Defendants' failure to pay Plaintiff who is no longer employed by Defendants his wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of his leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

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

55. Plaintiff is entitled to recover from Defendants his additionally accruing wages for each day he was not paid, at his regular hourly rate of pay, up to thirty (30) days maximum pursuant to California Labor Code § 203.

SIXTH CAUSE OF ACTION

**(By Plaintiff Individually Against All Defendants for Failure to Provide and Maintain
Accurate and Compliant Wage Records)**

57. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

58. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (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 the last four digits of his 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.

59. Defendants have intentionally and willfully failed to provide Plaintiff with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiff, the failure to list the true “total hours worked by the employee,” and the failure to list the true net wages earned.

60. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff has suffered injury and damage to his statutorily protected rights.

61. Specifically, Plaintiff has been injured by Defendants' intentional violation of California Labor Code § 226(a) because he was denied both his legal right to receive, and his protected interest in receiving, accurate, itemized wage statements under California Labor Code §

226(a).

62. Calculation of the true wage entitlement for Plaintiff is difficult and time consuming. As a result of this unlawful burden, Plaintiff was also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants' refusal to comply with many of the mandates of California's Labor Code and related laws and regulations.

63. Plaintiff is entitled to recover from Defendants the greater of his actual damages caused by Defendants' failure to comply with California Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

64. Plaintiff is also entitled to injunctive relief, as well as an award of attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

SEVENTH CAUSE OF ACTION

(By Plaintiff Individually Against All Defendants for Failure to Indemnify Employees for Expenditures)

65. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

66. As set forth above, Plaintiff was required to incur substantial necessary expenditures and losses in direct consequence of the discharge of his duties or of his obedience to directions of Defendants.

67. Defendants violated California Labor Code § 2802, by failing to pay and indemnify Plaintiff for necessary expenditures and losses incurred in direct consequence of the discharge of his duties or of his obedience to directions of Defendants including, without limitation, for uniforms and use of a personal cell phone.

68. As a result, Plaintiff was damaged at least in the amounts of the expenses he paid, or which were deducted by Defendants from his wages.

69. Plaintiff is entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

EIGHTH CAUSE OF ACTION

(By Plaintiff Individually Against All Defendants for Violation of California Business & Professions Code §§ 17200, et seq.)

70. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

71. Defendants, and each of them, are “persons” as defined under California Business & Professions Code § 17201.

72. Defendants’ conduct, as alleged herein, 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.

73. Defendants’ activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, *et seq.*

74. A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Minimum and Straight Time Wages

75. Defendants’ failure to pay minimum and straight time wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Overtime Wages

76. Defendants’ failure to pay overtime compensation and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Provide Meal Periods

77. Defendants' failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Authorize and Permit Rest Periods

78. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

Failure to Indemnify Business Expenses

79. Defendants' failure to reimburse expenses incurred in accordance with California Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200 *et seq.*

80. By and through their unfair, unlawful and/or fraudulent business practices described herein, the Defendants, have obtained valuable property, money and services from Plaintiff and have deprived Plaintiff of valuable rights and benefits guaranteed by law, all to his detriment, including, without limitation, by requiring execution of unlawful agreements.

81. Plaintiff suffered monetary injury as a direct result of Defendants' wrongful conduct.

82. Plaintiff is entitled to, and does, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiff has been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff is not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

83. Plaintiff is further entitled to and does seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

84. Plaintiff has no plain, speedy, and/or adequate remedy at law to redress the injuries which Plaintiff suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent

business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff has suffered and will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

85. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

86. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff is entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years and 178 days prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

NINTH CAUSE OF ACTION

(By Plaintiff Individually Against All Defendants for Non-Representative Individual Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698, et seq.)

87. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

88. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

89. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3." *Adolph v. Uber Techs., Inc.*, 14 Cal. 5th 1104, 532 P.3d 682 (2023) specifically allows Plaintiff to file a PAGA action

1 individually with individual claims.

2 90. Plaintiff has given written notice by online filing pursuant to California Labor Code
3 § 2699.3 to the Labor and Workforce Development Agency and by certified mail to Defendants of
4 the specific provisions of the Labor Code that Defendants have violated against Plaintiff including
5 the facts and theories to support the violations. Plaintiff also paid the filing fee.

6 91. The Labor and Workforce Development Agency has not indicated that it intends to
7 investigate Defendants' Labor Code violations discussed in the notice. Plaintiff hereby commence
8 a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations
9 of the Labor Code described in this Complaint. These penalties include, but are not limited to,
10 penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

11 92. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
12 of civil penalties on behalf of himself individually and the State of California. The exact amount
13 of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These
14 penalties are in addition to all other remedies permitted by law.

15 93. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant
16 to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action
17 shall be entitled to an award of reasonable attorney's fees and costs."

18 **PRAYER FOR RELIEF**

19 94. Plaintiff individually prays for relief and judgment against Defendants, jointly and
20 severally, as follows:

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

22 95. That the Court declare, adjudge, and decree that Defendants violated California
23 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
24 minimum and straight time wages due;

25 96. For unpaid wages as may be appropriate;

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

28 98. For penalties, restitution, and liquidated damages pursuant to California Labor Code

1 § 1197.1;

2 99. For liquidated damages;

3 100. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
4 California Labor Code § 1194(a); and,

5 101. For such other and further relief as the Court may deem equitable and appropriate.

6 As to the Second Cause of Action

7 102. That the Court declare, adjudge, and decree that Defendants violated California
8 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
9 overtime wages due;

10 103. For unpaid wages at overtime wage rates as may be appropriate;

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

13 105. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
14 California Labor Code § 1194(a); and,

15 106. For such other and further relief as the Court may deem equitable and appropriate.

16 As to the Third Cause of Action

17 107. That the Court declare, adjudge, and decree that Defendants violated California
18 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

19 108. For unpaid meal period premium wages as may be appropriate;

20 109. For pre-judgment interest on any unpaid compensation commencing from the date
21 such amounts were due;

22 110. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
23 and for costs of suit incurred herein; and,

24 111. For such other and further relief as the Court may deem equitable and appropriate.

25 As to the Fourth Cause of Action

26 112. That the Court declare, adjudge, and decree that Defendants violated California
27 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

28 113. For unpaid rest period premium wages as may be appropriate;

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

115. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

116. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

117. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

118. For statutory wage penalties pursuant to California Labor Code § 203;

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

120. For reasonable attorneys' fees and for costs of suit incurred herein; and,

121. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

122. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

123. For all actual damages, according to proof;

124. For statutory penalties pursuant to California Labor Code § 226€;

125. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

126. For reasonable attorneys' fees and for costs of suit incurred herein; and,

127. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

128. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

129. For unpaid wages or unreimbursed business expenses as may be appropriate;

1 130. For pre-judgment interest on any unpaid compensation commencing from the date
2 such amounts were due;

3 131. For reasonable attorneys' fees and for costs of suit incurred herein; and,

4 132. For such other and further relief as the Court may deem equitable and appropriate.

5 As to the Eighth Cause of Action

6 133. That the Court declare, adjudge, and decree that Defendants violated California
7 Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum,
8 straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit
9 rest periods, and failing to indemnify Plaintiff for expenditures;

10 134. For restitution of unpaid wages to Plaintiff and prejudgment interest from the day
11 such amounts were due and payable;

12 135. 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
14 result of violations of California Business & Professions Code §§ 17200 *et seq.*;

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

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

19 138. For such other and further relief as the Court may deem equitable and appropriate.

20 As to the Ninth Cause of Action

21 139. That the Court declare, adjudge and decree that Defendants violated the California
22 Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and
23 overtime), failing to provide meal periods and pay the correct amount of meal period premium
24 wages, failing to authorize and permit rest periods and pay the correct amount of rest period
25 premium wages, failing to pay all earned wages twice per month, failing to maintain accurate
26 records of hours worked and meal periods, failing to pay all final wages to terminated Plaintiff,
27 failing to furnish accurate wage statements, and failing to indemnify Plaintiff for expenditures;

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

141. For all non-representative civil penalties pursuant to California Labor Code §§ 2699, et seq., and all other applicable Labor Code provisions;

142. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699; and,

143. For such other and further relief as the Court may deem equitable and appropriate.

As to all Causes of Action

144. For any additional relief that the Court deems just and proper.

Respectfully submitted,

Dated: September 6, 2024

WILSHIRE LAW FIRM

By: 

John G. Yslas
Jeffrey Bils
Aram Boyadjian
Andrew Sandoval
John Brown

Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: September 6, 2024

WILSHIRE LAW FIRM

By: 

John G. Yslas
Jeffrey Bils
Aram Boyadjian
Andrew Sandoval
John Brown

Attorneys for Plaintiff

PROOF OF SERVICE

Elezi. v. Target Corporation
CIVSB2422327

STATE OF CALIFORNIA)
) ss
COUNTY OF ALAMEDA)

I, Jonathan Melendez, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is Jonathan.melendez@wilshirelawfirm.com.

On September 6, 2024, I served the foregoing **FIRST AMENDED NON-REPRESENTATIVE INDIVIDUAL COMPLAINT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Julie A. Dunne (Bar No. CA-160544)
julie.dunne@us.dlapiper.com
Matthew Riley (Bar No. CA-257643)
matthew.riley@us.dlapiper.com
DLA PIPER LLP (US)
4365 Executive Drive, Suite 1100
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Attorneys for Defendant
TARGET CORPORATION

[X] BY EMAIL OR ELECTRONIC TRANSMISSION: Pursuant to CCP § 1010.6, I caused the document(s) to be sent to the person(s) at the E-Mail address(es) listed below including OneLegal. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on September 6, 2024, at Oakland, California.


Jonathan D. Melendez