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Attorneys for Plaintiff ADRIAN PEDROZA, as an individual, and on behalf of all employees similarly situated,

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

ADRIAN PEDROZA, as an individual, and on
behalf of all similarly situated employees,

Plaintiff,

v.

AA AUTOMOTIVE PERSONNEL
SERVICES, INC.; and DOES 1-50, inclusive,

Defendants.

Case No.:

CLASS ACTION

COMPLAINT FOR DAMAGES

1. Failure to Pay All Wages, Including Minimum and Overtime Wages (Labor Code §§ 510, 1194);
2. Failure to Provide Rest Periods (Labor Code §§ 226.7, 512);
3. Failure to Provide Meal Periods (Labor Code §§ 226.7, 512);
4. Failure to Timely Pay Wages at Separation (Labor Code §§ 201, 202, 203);
5. Failure to Keep Accurate Payroll Records (Labor Code § 1174, 226 (A), (E));
6. Unfair Business Practices (Bus. Prof. Code §§ 17200 et. seq.).

DEMAND FOR JURY TRIAL

1 Plaintiff ADRIAN PEDROZA (hereinafter “Plaintiff”) on behalf of himself and all others
2 similarly situated, complains and alleges on information and belief, as follows:

3 **INTRODUCTION**

4 1. This is a class action brought on behalf of Plaintiff and the class he seeks to
5 represent (“Plaintiff Class”) pursuant to California Code of Civil Procedure section 382. Plaintiff
6 Class consists of all non-exempt, hourly-paid employees currently and/or formerly employed by
7 Defendant AA AUTOMOTIVE PERSONNEL SERVICES, INC. (“Defendant”) in California,
8 during the Class Period. The term “Class Period” is defined as four (4) years prior to the filing of
9 this complaint through the date of certification. Plaintiff reserves the right to amend this complaint
10 to reflect a different “Class Period” or “Plaintiff Class” as further discovery is conducted.

11 2. Plaintiff individually and on behalf of the class he seeks to represent, seeks relief
12 against Defendant for Defendant’s practices of violating the applicable wage orders, the
13 applicable Code of Regulations, and California Labor Codes, including: (1) failure to pay all
14 wages, including minimum wages and overtime wages at the correct regular rate; (2) failure to
15 provide rest periods or payments for missed rest periods at the correct regular rate; (3) failure to
16 provide meal periods or payment for missed meals at the correct regular rate; (4) failure to timely
17 pay wages at separation; (5) failure to keep accurate payroll records; and (6) unfair business
18 practices as set forth more fully herein. These violations concern current and past employees of
19 Defendant.

20 3. At all relevant times herein, Defendant has consistently maintained and enforced
21 against Plaintiff and the Plaintiff Class the following unlawful policies and practices: (a) willfully
22 refusing to pay Plaintiff and Plaintiff Class for all hours worked, including minimum wages; (b)
23 willfully refusing to pay all overtime wages to Plaintiff and Plaintiff Class for overtime hours
24 worked; (c) willfully refusing to permit Plaintiff and Plaintiff Class from taking meal and/or rest
25 periods; (d) willfully refusing to compensate Plaintiff and certain members of the Plaintiff Class
26 all wages due and owing at the time Plaintiff’s and Plaintiff Class employment with Defendant
27 ended; and (e) willfully refusing to furnish to Plaintiff and Plaintiff Class with accurate itemized
28 wage statements upon payment of wages.

1 4. Plaintiff brings this lawsuit seeking injunctive, restitution, and monetary relief
2 against Defendants, and each of them, on behalf of Plaintiff, individually, and on behalf of all
3 aggrieved and similarly-situated employees to recover, among other things, unpaid wages and
4 benefits, interest, penalties, liquidated damages, attorney's fees, and costs pursuant to California
5 Labor Code sections 201, 202, 203, 204, 226, subdivision (a), 226.3, 226.7, 510, 512, 1174,
6 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, California Code of Civil Procedure 1021.5, and
7 provisions of the applicable IWC Wage Order. Plaintiff reserves the right to name additional
8 representatives throughout the State of California.

9 **JURISDICTION AND VENUE**

10 5. Venue is proper in this judicial district and the County of Los Angeles, pursuant
11 to Code of Civil Procedure section 395, because Defendant maintains its office location and
12 transacts business in this county, the obligations and liability arise in this county, and work was
13 performed by Plaintiff and Plaintiff Class made the subject of this action in the County of Los
14 Angeles.

15 6. Defendant employed Plaintiff and numerous Class Members within the State of
16 California and the unlawful acts alleged herein have a direct effect on Plaintiff and the Class
17 Members.

18 7. The California Superior Court has jurisdiction in the matter because the individual
19 claims are under the seventy-five thousand dollar (\$75,000.00) individual jurisdictional threshold
20 and the five million dollar (\$5,000,000.00) aggregate jurisdictional threshold for federal court
21 and, upon information and belief, Plaintiffs and Defendant are residents of and/or domiciled in
22 the State of California. Further, there is no federal question at issue as the issues herein is based
23 solely on California Statutes and law including the California Labor Code, Industrial Welfare
24 Commission Wage Orders, Code of Civil Procedure, Rule of Court, and Business and Professions
25 Code. Thus, the above-entitled court maintains appropriate jurisdiction to hear this matter.

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THE PARTIES

Plaintiffs

8. Plaintiff was employed by the Defendant from in or around August 2019 through March 2024. At all relevant times herein, Plaintiff was employed by Defendant in a non-exempt hourly position, and was entitled to compensation for all hours worked, including but not limited to minimum wage and overtime wages, as well as the aforementioned penalties from Defendant.

Defendant

9. Plaintiff is informed and believe, and based thereon allege, that Defendant operates automotive maintenance service centers in the state of California. On information and belief, and based thereon, Plaintiff alleges that Defendant is conducting business in good standing in California, at all times herein mentioned, has regularly conducted business throughout the State of California.

10. On information and belief, Defendant is, and was, the employer for Plaintiff and Plaintiff Class.

11. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation in the conduct herein alleged, of the Defendants sued herein as DOES 1 through 50, inclusive, but on information and belief alleges that said Defendants are legally responsible for the payment of wages, and the payment of rest and meal period compensation, to Plaintiff and Plaintiff Class by virtue of their unlawful practices, and therefore sue these Defendants by such fictitious names. Plaintiff will amend this complaint to allege the true names and capacities of the DOE Defendants when ascertained.

12. Plaintiff is informed and believe, and based thereon allege, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and Plaintiff Class.

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13. Plaintiff is informed and believe, and based thereon allege, that each Defendant acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy, managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned below was acting, at least in part, within the course and scope of that authority as such agent, proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant are legally attributable to the other Defendants.

14. Plaintiff is informed and believe, and based thereon alleges, that each of the Defendants sued herein was, at all relevant times, the employer, owner, shareholder, principal, joint venture, proxy, agent, employee, supervisor, representative, manager, managing agent, joint employer and/or alter-ego of the remaining Defendants, and was acting, at least in part, within the course and scope of such employment and agency, with the express and implied permission, consent and knowledge, approval and/or ratification of the other Defendants. The above co-Defendants, managing agents, and supervisors aided, abetted, condoned, permitted, approved, authorized, and/or ratified the unlawful acts described herein.

GENERAL ALLEGATIONS

15. Plaintiff and the Plaintiff Class are, and at all times relevant herein have been, non-exempt employees within the meaning of the California Labor Code and the implementing rules and regulations of IWC California Wage Orders.

16. Plaintiff is informed and believe, and based thereon allege, that Defendant's policies and practices described herein are common across each of Defendant's job sites within the state of California.

17. Plaintiff is informed and believe, and based thereon allege, that Defendant instituted a policy and practice against its employees wherein minimum wages and overtime wages due were not paid in compliance with California law. In violation of the Labor Code and IWC Wage Orders, Defendant failed to pay Plaintiff and Class Members' earned wages by failing to pay for all hours worked and failing to pay the proper minimum and overtime rates of pay, among other things. Plaintiff and Class Members were frequently required to work through meal

1 periods. Defendant failed or refused to provide premium compensation to Plaintiff and Plaintiff
2 Class for all late meal periods, short meal periods, and all missing meal periods.

3 18. As a matter of policy and/or practice, Defendant's compensation scheme failed to
4 pay Plaintiff and Plaintiff Class their minimum and overtime wages due to the aforementioned
5 off-the-clock work. The failure to pay Plaintiff Class minimum and overtime wages for each hour
6 worked violates, among others, Labor Code sections 1194, 1197, IWC Wage Order(s), and the
7 UCL.

8 19. Plaintiff is informed and believes, and based thereon alleges, that Defendant was
9 required to provide Plaintiff and Plaintiff Class with a work-free, thirty (30) minute meal period
10 within the first five (5) hours of a shift for workdays in excess of six (6) hours, and a second thirty
11 (30) minute meal period within the tenth (10th) hour of a shift for workdays in excess of ten (10)
12 hours, in compliance with Labor Code section 512. Defendant routinely denied Plaintiffs and
13 Plaintiffs Class a full, thirty (30) minute off-duty meal period when they worked in excess of six
14 (6) hours within the first five (5) hours of their shifts. On information and belief, neither Plaintiff
15 nor Plaintiff Class waived their lawful meal periods or received compensation from Defendant
16 for their missed meal periods.

17 20. Additionally, Defendant was obligated to provide Plaintiff and Plaintiff Class with
18 a ten (10) minute rest break for every four (4) hours, or major fraction thereof, worked each day.
19 Defendant prevented Plaintiff and Plaintiff Class from taking rest breaks throughout their shifts
20 in order to complete its jobs more quickly.

21 21. For at least four (4) years prior to the filing of this action and through to the present,
22 Plaintiff alleges that Defendant consistently maintained and enforced the following unlawful
23 practices and policies against its employees, in violation of California state wage and hour laws.

24 a. Defendant had a consistent policy of not paying Plaintiff and Plaintiff Class
25 for all hours worked;

26 b. Defendant had a consistent policy of requiring Plaintiff Class within the State
27 of California, including Plaintiff, to work at least five (5) hours without a
28 lawful meal period, and failing to pay such employees one (1) hour of pay at

1 the employees' regular rate of compensation for each workday that the meal
2 period was not provided, all in violation of, among others, Labor Code sections
3 201, 202, 226.7, 512, and applicable Industrial Welfare Commission Wage
4 Orders, in one or more of the following manners;

5 i. employees were required to work through their daily meal period(s), or
6 work an unlawful "on-duty meal period;" and

7 ii. employees were restricted in their ability to take a meal period prior to
8 the commencement of their fifth hour of work.

9 c. Defendant had a consistent policy of failing to provide Plaintiff Class within
10 the State of California, including Plaintiff, rest periods of at least ten (10)
11 minutes per four (4) hours worked or major fraction thereof and failing to pay
12 such employees one (1) hour of pay at the employees' regular rate of
13 compensation for each workday that the rest period is not provided, as required
14 by California state wage and hour laws, in one or more of the following
15 manners:

16 i. employees were required to work without being provided a minimum
17 ten (10) minute rest period for every four (4) hours, or major fraction
18 thereof, worked and were not compensated with one (1) hour of pay at
19 their regular rate of pay for each workday that a rest period was not
20 provided; and

21 ii. employees were neither permitted nor authorized to take lawful rest
22 periods or leave the premises for rest periods when allegedly
23 authorized

24 d. With respect to the Plaintiff Class who either were discharged, laid off, or
25 resigned, Defendant failed to pay them in accordance with the requirements of
26 Labor Code sections 201, 202, and 203;

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1 e. Defendant failed to institute policies and procedures that ensured accurate
2 recording of all hours Plaintiff and Plaintiff Class worked during the class
3 period;

4 22. Plaintiff is informed and believe, and based thereon allege, that Defendant
5 willfully failed to pay Plaintiff Class all wages earned, including minimum and overtime wage
6 and compensation for missed meal and rest periods, in a timely manner upon or after termination
7 of their employment with Defendant.

8 23. Plaintiff is informed and believe, and based thereon allege, that Defendant
9 currently employs, and during the relevant liability period has employed hundreds of employees
10 in the State of California in non-exempt positions.

11 24. At relevant times herein, Plaintiff and the Plaintiff Class were employed by
12 Defendant in non-exempt hourly positions.

13 25. On information and belief, Plaintiff alleges that Defendant's actions as described
14 throughout this complaint were willful.

15 26. On information and belief, Plaintiff alleges that Defendant willfully failed to pay
16 the legal wages, including minimum and overtime wage, failed to provide legal rest and meal
17 periods, and willfully failed to pay one (1) hour's wage in lieu of rest and meal periods, when
18 each such employee quit or was discharged.

19 27. Plaintiff, on behalf of himself and all other Plaintiff Class, brings this action
20 pursuant to Labor Code sections 201, 202, 203, 204, 218, 221, 226, 226.7, 510, 512, 1194, 1197,
21 California Business and Professions Code section 17200 et seq., and Code of Regulations, Title
22 8, section 11000 et seq., seeking unpaid wages, unpaid rest and meal period compensation,
23 penalties, injunctive, and other equitable relief, and reasonable attorneys' fees and costs.

24 28. Defendant has made it difficult to account with precision for the unlawfully
25 withheld wages for time spent working off the clock and meal and rest period compensation owed
26 to Defendant's non-exempt employees, including Plaintiff, during the liability period, because it
27 did not implement and preserve a sufficient record-keeping method as required for non-exempt
28 employees by California Labor Code sections 226, 1174(d), and section 7 of the California Wage

1 Orders. Defendant has failed to comply with Labor Code section 226, subdivision (a) by itemizing
2 in wage statements all deductions from payment of wages and accurately reporting total hours
3 worked by Plaintiff and the Plaintiff Class. Plaintiff and Plaintiff Class are therefore entitled to
4 penalties not to exceed four thousand dollars (\$4,000.00) for each employee pursuant to Labor
5 Code section 226, subdivision (b).

6 29. Defendant has failed to comply with section 7 of the California IWC Wage Orders
7 by failing to maintain time records showing when the employee begins and ends each work
8 period, meal periods, wages earned pursuant to Labor Code section 226.7, and total daily hours
9 worked by itemizing in wage statements all deductions from payment of wages and accurately
10 reporting total hours worked by the Plaintiffs Class.

11 30. Plaintiff, on behalf of himself and Class Members, pursuant to Business and
12 Professions Code sections 17200-17208, also seeks injunctive relief and restitution for the unfair,
13 unlawful, or fraudulent practices alleged in this complaint.

14 **CLASS ALLEGATIONS**

15 31. Plaintiff brings this action on behalf of himself and all others similarly situated as
16 a class action pursuant to section 382 of the California Code of Civil Procedure. Plaintiffs seek to
17 represent Classes composed of and defined as follows:

- 18 a. All persons who are employed or have been employed by Defendant in the
19 State of California as non-exempt, hourly-paid employees, and who, within the
20 four (4) years of the filing of this class action complaint to the present, who
21 work, have worked, and/or have separated their employment from Defendant
22 as non-exempt employees that were not paid their full and complete wages as
23 a result of Defendant's failure to pay minimum and overtime wages;
- 24 b. All persons who are employed or have been employed by Defendant in the
25 State of California, and who, within the four (4) years prior to the filing of this
26 complaint to the present, have worked as a non-exempt employee and were not
27 paid all wages owed, including, but not limited to, the legally requisite
28 overtime rate or meal and rest period premiums at the correct regular rate;

- 1 c. All persons who are employed or have been employed by Defendant as non-
2 exempt, hourly-paid employees who, within the four years prior to the filing
3 of this Class Action Complaint to the present, have worked as non-exempt
4 employees and have not been provided a meal period for every five (5) hours
5 or major fraction thereof worked per day, and were not provided one (1) hour's
6 pay at the employees' regular rate for each day on which such meal period was
7 not provided;
- 8 d. All persons who are employed or have been employed by Defendant in the
9 State of California as non-exempt, hourly-paid employees, and who, within the
10 four (4) years prior to the filing of this Class Action Complaint to the present,
11 have worked as non-exempt employees and have not been provided a rest
12 period for every four (4) hours or major fraction thereof worked per day, and
13 were not provided compensation of one hour's pay at the employees' regular
14 rate for each day on which such rest period was not provided;
- 15 e. All persons who have been employed by Defendant in the State of California
16 as non-exempt, hourly-paid employees who, within the three (3) years prior to
17 the filing of this Class Action Complaint to the present, separated their
18 employment from Defendant and have not been paid wages pursuant to Labor
19 Code section 203 and are owed restitution for waiting time penalties deriving
20 from such wages;
- 21 f. All persons who are employed or have been employed by Defendant in the
22 State of California as non-exempt, hourly-paid employees, and who, within the
23 one (1) year prior to the filing of this class action complaint to the present,
24 have worked as non-exempt employees and were not provided an accurate
25 payroll record as required under Labor Code section 226 and Labor Code
26 section 1174;

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1 32. Plaintiff reserves the right under rule 3.764 of the California Rules of Court, to
2 amend or modify the class descriptions with greater specificity or further division into subclasses
3 or limitation to particular issues.

4 33. This action has been brought and may properly be maintained as a class action
5 under the provisions of section 382 of the Code of Civil Procedure because there is a well-defined
6 community of interest in the litigation and the proposed Classes are easily ascertainable.

7 **A. Numerosity**

8 34. The potential members of each Class defined herein are so numerous that joinder
9 of all the members of the Class is impracticable. While the precise number of Plaintiffs Class has
10 not been determined at this time, Plaintiffs are informed and believe that Defendant currently
11 employs, and during the relevant time period employed, at least thirty (30) employees worked in
12 hourly positions as Defendant's non-exempt employees in California, who are or have been
13 affected by Defendant's unlawful practices as alleged herein.

14 35. Accounting for employee turnover during the relevant periods necessarily
15 increases this number substantially. Upon information and belief, Plaintiff alleges Defendant's
16 employment records would provide information as to the number and location of all employees
17 within the Plaintiff Class. Joinder of all members of the proposed Classes is not practicable.

18 **B. Commonality**

- 19 a. Common questions of law and fact predominate over any questions affecting
20 only individual Class Members. These common questions of law and fact
21 include, without limitation:
- 22 b. Whether Plaintiff and Plaintiff Class are entitled to wages from Defendant
23 under applicable IWC Wage Orders, regulations and statutes for hours worked
24 but not paid;
- 25 c. Whether Defendant violated Labor Code sections 226.7 and 512, section 10 of
26 the IWC Wage Orders, and Code of Regulations, Title 8, section 11000 et seq.
27 by failing to provide a lawful meal period to non-exempt employees within the
28 first five (5) hours of their shifts on days they worked in excess of six (6) hours

1 and by failing to compensate said employees one (1) hour's wages in lieu of
2 meal periods;

3 d. Whether Defendant violated Labor Code section 226.7, section 11 of the IWC
4 Wage Orders, and Cal. Code Regs., Title 8, section 11000 et seq. by failing to
5 provide daily rest periods to non-exempt employees for every four (4) hours
6 or major fraction thereof worked and by failing to compensate said employees
7 one (1) hour's wages in lieu of rest periods;

8 e. Whether Defendant violated sections 201, 202, and 203 of the Labor Code by
9 failing to pay all earned wages and/or premium wages or return unlawfully
10 deducted wages due and owing at the time that any person in the Plaintiffs
11 Class employment with Defendant terminated, voluntarily or involuntarily;

12 f. Whether Defendant failed to keep accurate payroll records and provide
13 accurate itemized paystubs in violation of Labor Code section 1174, 226 (A),
14 (E);

15 g. Whether Defendant violated section 17200 et seq. of the Business and
16 Professions Code, Labor Code sections 201, 202, 203, 351, 226.7, 512, 1194,
17 1199, 1174, and applicable IWC Wage Orders, which violation constitutes a
18 violation of fundamental public policy; and

19 h. Whether Plaintiff and Class Members are entitled to equitable relief pursuant
20 to Business and Professions Code section 17200 et seq.

21 36. Plaintiff's claims are typical of the claims of the Plaintiff Class. Plaintiff and the
22 Plaintiff Class sustained injuries and damages arising out of and caused by Defendant's common
23 course of conduct in violation of California laws, regulations, and statutes as alleged herein.

24 **D. Adequacy of Representation**

25 37. Plaintiff will fairly and adequately represent and protect the interests of the
26 Plaintiff Class. Counsel is competent and experienced in litigating employment class actions.

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38. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all each person in the Plaintiff Class is not practicable, and questions of law and fact common to each Class predominate over any questions affecting only individual members of the Class. Each member of the Plaintiff Class has been damaged and is entitled to recovery by reason of Defendant's unlawful policies and practices alleged in the complaint.

39. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

FIRST CAUSE OF ACTION

Failure to Pay All Wages

(Plaintiff and Plaintiff Class Against All Defendants)

40. Plaintiff incorporates all previous paragraphs of this complaint as though fully set forth herein.

41. Plaintiff alleges that, Defendant maintained, and has maintained throughout the Class Period, a consistent policy and practice of failing to pay wages, including overtime, and minimum wage due for hours actually worked.

42. Plaintiff alleges that Defendant failed to pay Plaintiff and Plaintiff Class at the legally mandated wage rates for all hours worked. The incorrect overtime rate resulted in lost wages to Plaintiff and Plaintiff Class.

43. Plaintiff alleges that Defendant had a policy of requiring Plaintiff and Plaintiff Class to work off-the-clock (“OTC”), which included working while off-the-clock through meal periods.

44. Plaintiff allege that Defendant maintained, and has maintained throughout the Class Period, a consistent policy of failing to pay its employees for all hours worked. Specifically, Defendant maintained a policy of failing to record all hours Plaintiffs and Plaintiffs Class worked for time spent working off-the-clock and during meal periods. Specifically, Plaintiffs and Class

1 Members were required to attend to work responsibilities off-the-clock such as completing work
2 orders.

3 45. Additionally, Plaintiff alleges that Plaintiff and Plaintiff Class were regularly not
4 compensated for all hours worked, including overtime wages. Specifically, Defendant had a
5 policy and practice wherein Defendant failed to include all remuneration paid to all hourly non-
6 exempt employees when calculating Plaintiff's and Plaintiff Class's regular rate for purposes of
7 overtime pay. Plaintiff contends that Defendant paid non-exempt hourly employees a non-
8 discretionary bonus and/or incentive payments and failed to include the non-discretionary bonus
9 and/or incentive payments when calculating Plaintiff's and Class Members regular rate of pay for
10 purposes of overtime.

11 46. As a result of Defendant's unlawful acts, Plaintiff and Plaintiff Class have been
12 deprived of regular wages, minimum wages, overtime wages, and compensation in amounts to be
13 determined at trial, and are entitled to recovery of such amounts, plus interest and penalties
14 thereon, attorneys' fees, and costs, pursuant to Labor Code sections 1194 and 1199.

15 47. Defendant willfully violated the Labor Code with respect to meeting the
16 requirements of paying all wages earned, including minimum wage, as alleged herein.

17 48. Plaintiff seeks to recover in a civil action the unpaid balance of the full amount of
18 the unpaid wages resulting from Defendant's minimum wage violations including interest
19 thereon, reasonable attorney's fees and costs of suit, penalties, and liquidated damages to the
20 fullest extent permissible including those permitted pursuant to Labor Code sections 1194 and
21 1194.2 and Code of Civil Procedure section 1021.5 and/or any other statute.

22 49. WHEREFORE, Plaintiff and Plaintiff Class request relief as described herein and
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58. By virtue of the Defendant's unlawful failure to provide rest periods to Plaintiff and Plaintiff Class, they have been deprived of compliant rest periods and/or premium wages in lieu thereof in amounts to be determined at trial and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys fees, costs, to the fullest extent permissible under the Labor Code 226.7, applicable IWC Wage Orders, Code of Civil Procedure section 1021.5.

59. WHEREFORE, Plaintiffs and Class Members request relief as described herein and below.

THIRD CAUSE OF ACTION

Failure to Provide Meal Periods

(Plaintiff and Plaintiff Class Against All Defendants)

60. Plaintiff incorporates all previous paragraphs of this complaint as though fully set forth herein.

61. Labor Code sections 226.7 and 512 provide that no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes or employ any person for a work period of more than ten (10) hours without a second (2nd) meal period of not less than thirty (30) minutes.

62. Labor Code section 226.7 provides that if an employer fails to provide an employee a meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided in accordance with this section.

63. Defendant maintains, and has maintained throughout the Class Period, a policy and practice of failing to provide lawful work-free meal periods to Plaintiff and Plaintiff Class, for the days on which non-exempt employees work periods in excess of six (6) hours and a second (2nd) meal period on days which non-exempt employees work periods in excess of ten (10) hours. Plaintiff and Plaintiffs Class were routinely denied the opportunity to be completely relieved of all work duties for a 30-minute meal period as a result of Defendant's failure to provide adequate staffing. In fact, if Plaintiff and Class members were provided the opportunity to take a meal period, their meal periods were interrupted. Further, Plaintiffs and Plaintiff Class were required

1 to remain on Defendant's premises and not free to leave Defendant's premises during the meal
2 periods. Defendant failed to provide Plaintiff and Plaintiff Class with compensation for their
3 missed meal periods.

4 64. Plaintiff and Plaintiff Class did not voluntarily or willfully waive meal periods.

5 65. At all times relevant hereto, Defendant, failed to provide Plaintiff and Plaintiff
6 Class similarly a compliant duty-free meal period as required by Labor Code sections 226.7 and
7 512.

8 66. By virtue of the Defendant's unlawful failure to provide meal periods to Plaintiff
9 and Plaintiff Class, Plaintiff and the Plaintiff Class have been deprived of compliant meal periods
10 and/or premium wages in lieu thereof in amounts to be determined at trial and are entitled to
11 recovery of such amounts, plus interest and penalties thereon, attorneys fees, costs, to the fullest
12 extent permissible under the Labor Code sections 226.7 and 512, applicable IWC Wage Orders,
13 Code of Civil Procedure section 1021.5, and/or any other statute.

14 67. WHEREFORE, Plaintiff and Class Members request relief as described herein and
15 below.

16 **FOURTH CAUSE OF ACTION**

17 **Failure to Timely Pay Wages at Separation**

18 **(Plaintiff and Plaintiff Class Against All Defendants)**

19 68. Plaintiff incorporates all previous paragraphs of this complaint as though fully set
20 forth herein.

21 69. During the relevant time period, Plaintiff and formerly employed members of the
22 Plaintiff Class resigned or were terminated from their positions with Defendant. Defendant,
23 however, willfully did not pay Plaintiff and Plaintiff Class all wages which were due them upon
24 their separation of employment immediately upon termination or within seventy-two (72) hours
25 of their resignation as required by Labor Code section 202, subdivision (a). Defendant failed to
26 pay Plaintiff and Plaintiff Class all minimum wages due which were earned throughout their
27 employment. Defendant also failed to pay premium wages for times Plaintiff and Class Members
28 were not provided meal and/or rest breaks.

70. Under Labor Code sections 201, 202, and 203, Plaintiff and Plaintiff Class are entitled to waiting time penalties for not having been paid all wages due them upon their separation from employment.

71. Plaintiff and Plaintiff Class who terminated employment within four (4) years of the filing of the original Complaint until the date of entry of judgment, without being paid the proper payments are entitled to thirty (30) days of pay at their regular rate of pay as waiting time penalties.

72. WHEREFORE, Plaintiff and the Plaintiff Class request relief as described herein and below.

FIFTH CAUSE OF ACTION

Failure to Keep Accurate Payroll Records

(Plaintiff and Plaintiff Class Against All Defendants)

73. Plaintiff incorporates by reference and reallege all previous paragraphs of this complaint as though fully set forth herein.

74. Labor Code section 1174, subdivision (d), requires an employer to keep at a central location in California or at the plant or establishment at which the employee is employed, payroll records showing the hours worked daily, and the wages paid to, each employee. Labor Code section 226, subdivision (a) requires an employer to provide employees—either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash—an accurate itemized wage statement in writing.

75. Labor Code section 226, subdivision (e) provides that if an employer knowingly and intentionally fails to provide a statement itemizing, inter alia, the gross and net wages earned, the total hours worked by the employee and the applicable hourly overtime rates, causing the employee injury, then the employee is entitled to recover the greater of all actual damages or fifty dollars (\$50.00) for the initial violation and one hundred dollars (\$100.00) for each subsequent violation, up to four thousand dollars (\$4,000.00). Plaintiff is informed and believe that Defendant willfully failed to make or keep accurate records for Plaintiff and Plaintiff Class.

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76. IWC Wage Orders require that every employer shall keep accurate information with respect to each employee, including time records showing when each employee begins and ends each work periods, the total daily hours worked by each employee and the total hours worked in each payroll period, and applicable rates of pay. Plaintiff alleges that Defendant willfully and intentionally failed to make and/or keep records which accurately reflect the hours worked by Plaintiff and Plaintiff Class. Specifically, Plaintiff believes that Defendant's records do not accurately reflect where Plaintiff and Plaintiff Class worked during their meal and/or rest breaks. Furthermore, Defendant's records do not reflect all hours worked, specifically the hours Plaintiff and Plaintiff Class were required to work off the clock when Defendant intentionally did not pay them around half their overtime wages.

77. Plaintiff is informed and believe that Defendant's failure to keep accurate payroll records, as described above, violated Labor Code sections 1174, subdivision (d) and 226, subdivision (a), and the applicable wage order.

78. Plaintiff is informed and believe that Defendant's failure to keep and maintain accurate records and information, as described above, was willful, and Plaintiff and the Plaintiff Class are entitled to statutory penalties pursuant to Labor Code sections 226 and 1174.5.

79. WHEREFORE, Plaintiff and Plaintiff Class request relief as described herein and below.

SIXTH CAUSE OF ACTION

Unfair Business Practices

(Plaintiff and Plaintiff Class Against All Defendants)

80. Plaintiff incorporates all previous paragraphs of this complaint as though fully set forth herein.

81. On information and belief, Plaintiff alleges that Defendant engaged in conduct and maintained policies and practices that constitute false, fraudulent, unlawful, unfair, and deceptive business practices in violation of Business and Professions Code section 17200 et seq. (hereinafter the “Unfair Competition Law”). Plaintiff alleges that each of the following policies and practices of Defendant violate the Unfair Competition Law:

- a. requiring employees to work in excess of six (6) hours per day without being provided a lawful meal period, and failing to compensate such employees with one (1) hour of pay at their regular rate of compensation for each workday that a meal period was not provided;
- b. requiring employees to work in excess of ten (10) hours per day without being provided a lawful second (2) meal period, and failing to compensate such employees with one (1) hour of pay at their regular rate of compensation for each workday that a meal period was not provided;
- c. requiring employees to work without being provided a minimum ten (10) minute rest period for every four (4) hours or major fraction thereof worked, and failing to compensate such employees with one (1) hour of pay at their regular rate of compensation for each workday that a rest period was not provided;
- d. requiring employees to work without being provided a thirty-minute (30) duty free lunch period with for every five (5) hours worked;
- e. for failing to institute policies and procedure that ensure accurate timekeeping and accurate itemized paystubs to Plaintiffs and Plaintiffs Class;
- f. failing to pay all earned wages, including minimum and overtime wages, to Plaintiffs and Plaintiffs Class.

82. The actions of Defendant as alleged within this Complaint constitute false, fraudulent, unlawful, unfair, and deceptive business practices, within the meaning of Business and Professions Code section 17200 et seq.

83. Plaintiff and the Plaintiff Class are entitled to other equitable relief against such unlawful practices in order to prevent future damage, for which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits.

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84. As a result of its unlawful acts, Defendant has reaped and continue to reap unfair benefits and unlawful profits at the expense of Plaintiff and Plaintiff Class. Defendant should be required to restore to Plaintiff and Class Members the wrongfully withheld wages pursuant to Business and Professions Code section 17203. Plaintiff is informed and believe, and thereon allege, that Defendant has been unjustly enriched through Defendant's unlawful, unfair, and fraudulent business practices as alleged throughout this Complaint. Plaintiff is informed and believe, and based thereon allege, that Plaintiff and Plaintiff Class are prejudiced by Defendant's unfair trade practices.

85. As a direct and proximate result of Defendant's unfair business practices, Plaintiff and Plaintiff Class are entitled to equitable including full restitution of all wages which have been unlawfully withheld from Plaintiff and Plaintiff Class as a result of the business acts and practices described herein.

86. WHEREFORE, Plaintiff and Plaintiff Class request relief as described herein and below and as deemed just.

PRAYER FOR RELIEF

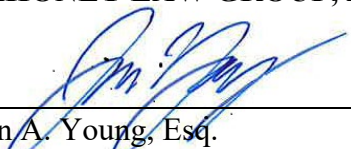
WHEREFORE, Plaintiff and Class Members pray for judgment as follows:

1. That the Court determine that this action may be maintained as a class action;
2. That Plaintiff be appointed the representative of each proposed Class, as appropriate;
3. That the attorneys of record for Plaintiff whose name appears in this complaint be appointed class counsel;
4. For compensatory damages in an amount according to proof with interest thereon;
5. For economic and/or special damages in an amount according to proof with interest thereon;
6. That Defendant be found to have engaged in unfair competition in violation of Business and Professions Code section 17200 *et seq.*;
7. That Defendant be ordered to make restitution to each Class Member due to its unfair competition, pursuant to Business and Professions Code sections 17203 and 17204;

- 1 8. For penalties to the extent permitted pursuant to the Labor Code, Orders of the
2 Industrial Welfare Commission, including, but not limited to, waiting time penalties
3 under Labor Code section 203, and penalties under Labor Code sections 226,
4 subdivision (e), 226.3, 210, 226.7, and 1174.5;
- 5 9. For attorneys' fees, interest, and costs of suit under Labor Code sections 218.5, 1194
6 and other applicable provisions of law outside the Labor Code; and
- 7 10. For such other and further relief as the Court deems just and proper.

8 Dated: November 27, 2024

MAHONEY LAW GROUP, APC

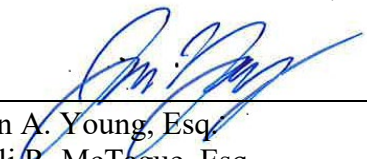
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10 _____
11 John A. Young, Esq.
12 Kelli R. McTague, Esq.
13 Attorneys for Plaintiff ADRIAN PEDROZA and
14 on behalf of all employees similarly situated

15 **DEMAND FOR JURY TRIAL**

16 Plaintiff Adrian Pedroza hereby demands a jury trial on all issues so triable.

17
18 Dated: November 27, 2024

MAHONEY LAW GROUP, APC

19 
20 _____
21 John A. Young, Esq.
22 Kelli R. McTague, Esq.
23 Attorneys for Plaintiff ADRIAN PEDROZA and on
24 behalf of all employees similarly situated
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