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Attorneys for Plaintiff,
RICARDO CUEVAS RIOS

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

RICARDO CUEVAS RIOS, an individual,

Plaintiffs,

vs.

TACOS LA CARRETA MZT, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 24STCV30363

COMPLAINT FOR:

- 1. FAILURE TO PAY PREMIUM OVERTIME/DOUBLE TIME WAGES (Cal. Labor Code §§ 510, 511, 1194, 1198; IWC Wage Order No. 5);**
- 2. FAILURE TO PAY MINIMUM WAGES (Cal. Labor Code §§ 1194, 1194.2, 1997, 1197.1, 1198; IWC Wage Order No. 5)**
- 3. FAILURE TO PROVIDE TIMELY OFF DUTY MEAL PERIODS (Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5)**
- 4. FAILURE TO PROVIDE REST PERIODS (Cal. Labor Code § 226.7; IWC Wage Order No. 5);**
- 5. WAITING TIME PENALTIES (Cal. Labor Code § 226; IWC Wage Order No. 5);**
- 6. FAILURE TO PAY WAGES DUE UPON TERMINATION (Cal. Labor Code §§ 201-203);**
- 7. FAILURE TO REIMBURSE BUSINESS EXPENSES (Cal. Labor Code § 2802);**
- 8. FAILURE TO PAY FOR DAY OF REST (Cal. Labor Code §§ 551, 552); IWC Wage Order No. 5);**

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9. FAILURE TO ALLOW
INSPECTION OF EMPLOYMENT
RECORDS (Cal. *Labor Code*
§1198.5); and
10. UNFAIR COMPETITION (Cal. *Bus.*
& Prof. Code §§17200 *et seq.*)

DEMAND FOR A JURY TRIAL

Ricardo Cuevas Rios (“Plaintiff”) alleges the following:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over this Complaint under *Code of Civil Procedure* §410.10 and *Business & Professions Code* §§ 17200 *et seq.*

2. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and 395.5, because the claims made, and the *Labor Code* violations as against the persons identified herein, occurred in Los Angeles County and because Defendant Tacos La Carreta MZT, LLC, owned and operated their restaurant in Los Angeles County.

II. PARTIES

3. At all times relevant hereto, Plaintiff Ricardo Cuevas Rios (hereinafter “Plaintiff”) was an individual over age 18 and a resident of Anaheim, California.

4. Plaintiff is informed and believes and thereon alleges that at all times material hereto, Defendant Tacos La Carreta MZT, LLC (“TLC” or “Defendant”), has been, and is a California limited liability company, with a principal place of business at 11402 Washington Blvd., Whittier, California 90606. Plaintiff is informed and believes and thereon alleges that at all times material hereto TLC has been authorized to do business and has been doing business in the State of California.

5. Plaintiff is informed and believes and thereon alleges, that at all times relevant herein, Defendants and some of DOES 1 through 100 were the agents, employees, and/or servants, masters, or employers of the remaining DOES 1 through 100, and in doing the things herein alleged, were acting within the course and scope of such agency or employment, and with the approval and ratification of each of the other Defendants.

1 6. Plaintiff is ignorant of the true names and capacities of Defendants sued herein
2 as DOES 1 through 100, inclusive, and therefore Plaintiff sues these Defendants by such
3 fictitious names and capacities. Plaintiff will amend his Complaint to show their true names
4 and capacities when they have been ascertained. Plaintiff is informed and believes and thereon
5 alleges that at all times relevant, each of these fictitiously named DOE Defendants was an
6 individual person who owned, controlled, or managed the business for which Plaintiff worked
7 and/or who directly or indirectly exercised operational control over the wage policies of
8 Plaintiff. These DOE Defendants held ownership, officer, director and/or executive positions
9 with the remaining Defendants, and acted on behalf of the remaining Defendants, which
10 included decision-making responsibility for, and establishment of, wage and hour violations for
11 Defendants which have damaged Plaintiff. Therefore, Does 1 through 100, in addition to the
12 remaining Defendants, are “employers” as a matter of law and are liable on the causes of action
13 alleged herein.

14 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
15 through 100 are, and at all times relevant hereto were, persons, corporations or other business
16 entities organized and existing under and by virtue of the laws of the State of California, and
17 are/were qualified to transact and conduct business in the State of California, and did transact
18 and conduct business in the State of California, and are thus subject to the jurisdiction of the
19 State of California. Specifically, DOES 1 through 100 maintain offices, operate businesses,
20 employ persons, conduct business and engage in wage and hour violations in the County of Los
21 Angeles.

22 8. Plaintiff is further informed and believes, and thereon alleges, that each of the
23 fictitiously named Defendants aided and assisted the named Defendants in committing the
24 wrongful acts alleged herein, and that Plaintiff’s damages were proximately caused by each
25 Defendant.

26 **III. FACTUAL ALLEGATIONS THAT ARE COMMON TO ALL CAUSES OF**
27 **ACTION**

28 **Employment Information**

9. Plaintiff was an employee of TLC since in or about January 1, 2024. Plaintiff worked as a Manager for TLC. Plaintiff prepared food, worked the register, the grill, took out the trash and cleaned and stocked the fridges. He typically worked 7 days a week and 90 or more hours per week. Plaintiff earned \$20.50 per hour. He was employed at TLC until July 31, 2024, when Plaintiff was wrongfully terminated.

Wage and Hour Violations

10. The employment by TLC of Plaintiff is governed by Industrial Welfare Commission Wage Order 5, which covers those persons in the public housekeeping industry.

11. Plaintiff was not paid overtime/double time.

12. Plaintiff was not paid minimum wages.

13. Plaintiff's meal breaks were afforded late, and his breaks were interrupted while he worked at TLC. Plaintiff worked 15 hours each day and was never afforded a second meal break.

14. Plaintiff's rest breaks were not afforded and/or at times interrupted.

15. As a result of Defendant's failure to afford Plaintiff overtime/double time, minimum wages, meal/rest breaks, days of rest premium pay, the wage statements issued to him did not comply with Labor Code §226 and California Industrial Welfare Commission ("IWC") Wage Order No. 5 in that they did not accurately reflect all wages earned and due and owing.

16. As a further result of Defendant's failure to pay overtime/double time, minimum wages, afford meal/rest breaks, days of rest premium pay, to Plaintiff, when Plaintiff left their employ, he was not timely paid all wages due him, as required by Labor Code §§ 201, 202 and Wage Order No. 5.

17. Plaintiff was not reimbursed for his necessary business expenses.

18. Plaintiff was not paid days of rest premium pay.

19. Defendant failed to provide Plaintiff with his requested employment records.

FIRST CAUSE OF ACTION

FAILURE TO PAY OVERTIME/DOUBLE TIME WAGES

1 **(Labor Code §§510, 558, 1194, 1194.3, 1198 and Wage Order No. 5 By Plaintiff Against**
2 **Defendant and Does 1-100)**

3 20. Plaintiff realleges and incorporates by reference all of the allegations set forth in
4 this Complaint.

5 21. During Plaintiff's entire employment with Defendant, pursuant to Cal. Lab.
6 Code §§200, 510, 1194, and 1198, and IWC Wage Order No. 5, Defendant was required to
7 compensate Plaintiff with premium pay for all overtime work performed, for hours worked in
8 excess of eight (8) hours per day and/or forty (40) hours per week and for the first eight (8)
9 hours on the seventh (7th) consecutive day of any work week. Further, Defendant was required
10 to compensate Plaintiff with premium pay for all double-time performed, for hours worked in
11 excess of twelve (12) hours per workday and for work in excess of eight hours on any seventh
12 day of a workweek.

13 22. At all times relevant herein, Cal. Lab. Code §1194(a) provided that an employee
14 who had not been paid overtime compensation could recover the unpaid balance of the full
15 amount of overtime wages due, including interest thereon, together with reasonable attorneys'
16 fees and costs of suit.

17 23. California Labor Code section 510, subdivision (a), states in relevant part:

18 Any work in excess of 12 hours in one day shall be compensated at the rate of
19 no less than twice the regular rate of pay for an employee. In addition, any work
20 in excess of eight hours on any seventh day of a workweek shall be compensated
21 at the rate of no less than twice the regular rate of pay of an employee.

22 24. California Labor Code section 1198 provides,

23 The maximum hours of work and the standard conditions of labor fixed by the
24 commission shall be the maximum hours of work and the standard conditions
25 of labor for employees. The employment of any employee for longer hours than
26 those fixed by the order or under conditions of labor prohibited by the order is
27 unlawful.
28

1 25. Pursuant to IWC Wage Order No. 5-2001, § 3, “Employment beyond eight (8)
2 hours in any workday is permissible provided the employee is compensated for such overtime
3 at not less than: (a) One and one-half (1 1/2) times the employee’s regular rate of pay for all
4 hours worked in excess of eight (8) hours up to and including twelve (12) hours in any
5 workday...”

6 26. California Labor Code section 558 provides in pertinent part:

7 (a) Any employer or other person acting on behalf of an employer who
8 violates, or causes to be violated, a section of this chapter or any
9 provision regulating hours and days of work in any order of the
10 Industrial Welfare Commission shall be subject to a civil penalty as
follows:

11 (1) For any initial violation, fifty dollars (\$50) for each underpaid
12 employee for each pay period for which the employee was underpaid in
addition to an amount sufficient to recover underpaid wages.

13 (2) For each subsequent violation, one hundred dollars (\$100) for each
14 underpaid employee for each pay period for which the employee was
15 underpaid in addition to an amount sufficient to recover underpaid
wages.

16 (3) Wages recovered pursuant to this section shall be paid to the affected
17 employee...

18 (c) The civil penalties provided for in this section are in addition to any
19 other civil or criminal penalty provided by law.

20 27. Employers must compensate non-exempt employees for “off-the-clock” work
21 (before punching in or after punching out on a time clock) if the employers knew or should
22 have known that the employees were working those hours. *Morillion v. Royal Packing Co.*
23 (2000) 22 Cal. 4th 575, 585.

24 28. Defendant required Plaintiff to clock out after 8 hours of work. Thereafter,
25 Plaintiff would continue working for an additional 7 hours every day. Plaintiff was paid at his
26 regular rate of pay for the hours he worked overtime/double time.

27 //

28 //

29. Plaintiff worked between 15 or more hours per day, 7 days per week. Throughout Plaintiff's employment, Defendant failed and refused to pay and properly pay overtime/double time compensation to Plaintiff as required by law.

30. Plaintiff was required to work 15 hours per day. However, Plaintiff was never paid for the hours he worked overtime/double time at the correct rate. Instead, he was paid his regular rate of pay. Plaintiff was paid for 40 hours of work via a check and paystub. He was paid for his overtime/double time in cash.

31. The foregoing overtime/double time compensation is owed and unpaid. As a direct and proximate result of Defendant's failure and refusal to pay overtime/double time, Plaintiff suffered damages in the amount of at least \$226,320.00, according to proof at trial.

32. *Labor Code* § 558(a) mandates a civil penalty for failure to pay overtime/double time wages against employers and those individuals acting in their behalf. Plaintiff requests that this Court assess said penalty against Defendant in an amount to be proven at trial.

33. Pursuant to Cal. Lab. Code §1194(a), Plaintiff, who retained the services of legal counsel in order to enforce Plaintiff's rights to overtime/double time pay, is entitled to recover his attorneys' fees, costs and interest.

SECOND CAUSE OF ACTION

(Failure to Pay Minimum Wages in Violation of Labor Code §§ 1194, 1197, 1197.1, 1198, 119, IWC Wage Order No. 5 – By all Plaintiff Against Defendant and Does 1 through 100)

34. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

35. *Labor Code* § 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles “any employee receiving less than the legal minimum wage... to recover in a civil action the unpaid balance of the full amount of this minimum wage.” IWC Wage Order No. 5 also obligates employers to pay each employee minimum wages for all hours worked. These minimum wage standards apply to each hour employees worked for which they were not paid. Therefore, an employer’s failure to pay

1 for any particular hour of time worked by an employee is unlawful, even if averaging an
2 employee's total pay over all hours worked, paid or not, results in an average hourly wage
3 above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

4 36. Here, Plaintiff was not paid minimum wages due to Defendant's failure to afford
5 Plaintiff compliant meal/rest breaks.

6 37. *Labor Code* § 1194 provides, in part, that any employee receiving less than the
7 legal minimum wage is entitled to recover in a civil action the unpaid balance of the minimum
8 wage, including interest thereon, reasonable attorneys' fees, and costs of suit.

9 38. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
10 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*
11 *Code* § 1194. Where an employee, such as Plaintiffs are not paid for all hours worked under
12 *Labor Code* § 1194, the employee may recover minimum wages for the time associated with
13 the overtime for which they received no compensation. *See Sillah v. Command Int'l Sec. Servs.*,
14 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees suing for failure to pay overtime
15 could recover liquidated damages under § 1194.2 if they also showed they were paid less than
16 minimum wage); *accord Andrade v. Arby's Rest. Grp., Inc.*, 225 F. Supp. 3d 1115, 1132-33
17 (N.D. Cal. 2016).

18 39. Plaintiff suffered and continued to suffer losses related to the use and
19 enjoyment of compensation due and owing to him as a direct result of Defendant's unlawful
20 acts and Labor Code violations in the amount of at least \$226,320.00, according to proof at
21 trial.

22 40. *Labor Code* § 1197.1(a) mandates a civil penalty for failure to pay minimum
23 wages against employers and those individuals acting on their behalf. Plaintiff requests that
24 this Court assess said penalty against Defendants in an amount to be proven at trial.

25 41. Therefore, pursuant to Labor Code §§200, 203, 218.5, 226, 558, 1194 and
26 1194.2, Plaintiff is entitled to recover the unpaid balances of the minimum wages Defendants
27 owe him, plus interest, penalties, attorneys' fees, expenses and costs of suit, in amounts
28 according to proof.

1 **THIRD CAUSE OF ACTION**

2 **(For Failure to Provide Meal Breaks in violation of Cal. Labor Code §226.7– By**
3 **Plaintiff Against Defendant and Does 1 through 100)**

4 42. Plaintiff realleges and incorporates by reference all of the allegations set forth in
5 this Complaint.

6 43. California Labor Code §226.7(a) prohibits an employer from requiring an
7 employee to work during any meal period mandated by an applicable Industrial Wage Order.
8 Section 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an
9 employee to work during a meal or rest break or recovery period mandated pursuant to an
10 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
11 Commission..."

12 44. California Labor Code §1198 makes unlawful the employment of an employee
13 under conditions the IWC prohibits.

14 45. Wage Order No. 5 provides, in relevant part: "No employer shall employ any
15 person for a work period of more than five (5) hours without a meal period of not less than 30-
16 minutes, except that when a work period of not more than six (6) hours will complete the day's
17 work the meal period may be waived by mutual consent of the employer and the employee."

18 46. Wage Order No. 5 further provides, in relevant part: "Unless the employee is
19 relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on
20 duty' meal period and counted as time worked."

21 47. Section 512(a) of the California Labor Code provides, in relevant part, that:
22 An employer may not employ an employee for a work period of more than five
23 hours per day without providing the employee with a meal period of not less
24 than 30-minutes, except that if the total work period per day of the employee is
25 no more than six hours, the meal period may be waived by mutual consent of
26 both the employer and employee. An employer may not employ an employee for
27 a work period of more than 10 hours per day without providing the employee
28 with a second meal period of not less than 30-minutes, except that if the total

1 hours worked is no more than 12 hours, the second meal period may be waived
2 by mutual consent of the employer and the employee only if the first meal
3 period was not waived.

4 48. The Labor Code and Wage Order provisions cited above require California
5 employers to provide employees with off-duty 30-minute meal periods on or before the fifth
6 hour of their shifts. To satisfy this obligation, California employers must: (1) make employees
7 aware of their right to off-duty 30-minute meal periods before the fifth hour of their shifts, and
8 (2) ensure that employees are actually free of job duties for thirty minutes per day on or before
9 the fifth hour of their shifts.

10 49. Under California law, employers must also record their employees' meal
11 periods: "Every employer shall keep accurate information with respect to each employee,
12 including the following: ... Meal periods ... shall also be recorded. Meal periods during which
13 operations cease ... need not be recorded." IWC Wage Order No. 5, § (7)(A)(3). Where the
14 employer has failed to keep records required by statute, the consequences of such failure should
15 fall on the employer, not the employee. In such a situation, imprecise evidence by the employee
16 can provide a sufficient basis for liability." *Hernandez v. Mendoza*, 199 Cal. App. 3d 721, 727
17 (1988). Inasmuch as Defendant had an obligation under the record-keeping requirements of the
18 Wage Order to track meal periods unless "all work ceases", Defendant knew or should have
19 known its employees were regularly afforded late and/or missing meal periods during the Class
20 Period.

21 50. Defendant has a policy or practice of failing to ensure that Plaintiff took proper
22 meal periods and clock in/out for meal periods as required by California Labor Code §226.7
23 and IWC Wage Order No. 5, §11.

24 51. Plaintiff's meal breaks were afforded late, after the eighth hour. Further, his
25 meal breaks were routinely interrupted. Plaintiff worked 15 hours every day, but was never
26 afforded second meal breaks.

27 52. Defendant further violated IWC Wage Order No. 5 and Labor Code
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1 § 226.7 by failing to pay one hour of compensation to Plaintiff at his individual and regular rate
2 of pay for each work day that the meal period was not provided, in an amount according to
3 proof. This amount remains owed and unpaid.

4 53. Cal. Labor Code § 218 authorizes Plaintiff to bring a private right of action to
5 recover wages due based on the deprivation of timely meal periods under Cal. Labor Code
6 § 226.7(b).

7 54. As a direct and proximate result of TLC's unlawful conduct as alleged herein,
8 Plaintiff has sustained economic damages, including but not limited to unpaid wages and lost
9 interest, in the amount of at least \$226,320.00, to be established at trial, and is entitled to
10 recover economic and statutory damages, attorneys' fees and penalties and other appropriate
11 relief due to TLC's violations of the California Labor Code and IWC Wage Order No. 5.

12 **FOURTH CAUSE OF ACTION**

13 **(For Failure to Provide Rest Breaks in violation of Cal. Labor Code §226.7– By** 14 **Plaintiff Against Defendant and Does 1 through 100)**

15 55. Plaintiff realleges and incorporates by reference all of the allegations set forth in
16 this Complaint.

17 56. Labor Code § 226.7 and Wage Order No. 5 provide that employers shall
18 authorize and permit all employees to take rest periods at the rate of ten minutes net rest time
19 per four hours of work, or major fraction thereof.

20 57. Labor Code § 226.7 and Wage Order No. 5 provide that if an employer fails to
21 provide an employee with rest periods in accordance with those provisions, the employer shall
22 pay the employee one hour of pay at the employee's regular rate of compensation for each
23 workday that the rest periods were not so provided.

24 58. Defendant has intentionally and improperly not afforded complaint rest periods
25 to Plaintiff in violation of Labor Code § 226.7 and Wage Order No. 5. For the first two months
26 of his employment, Plaintiff was not afforded any rest breaks. Thereafter, he was afforded 1
27 rest break which was at times interrupted.

28 59. At all times relevant hereto, Plaintiff has worked 15 or more hours daily.

60. At all times relevant hereto, Defendant failed to provide rest periods as required by Labor Code § 226.7 and Wage Order No. 5.

61. By virtue of Defendant's unlawful failure to provide rest periods to the Plaintiff, Plaintiff has suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

FIFTH CAUSE OF ACTION

**(Waiting Time Penalties in Violation of Labor Code §226 - By Plaintiff Against Defendant
and Does 1 through 100)**

62. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

63. At all times relevant hereto, Defendant failed to issue payrolls statements to Plaintiff which complied with *Labor Code* § 226 in that the statements issued to Plaintiff did not properly and accurately pay him overtime/double time, minimum wages, premium pay for meal/rest breaks not afforded and days of rest premium pay.

64. Defendant knowingly and intentionally failed to comply with *Labor Code* §226(a), causing damage to Plaintiff. These damages, including but not limited to, costs expended calculating the actual hours worked and the amount of employment taxes which were not properly paid to state and federal tax authorities, are difficult to estimate. Therefore, Plaintiff elects to recover liquidated damages of \$50.00 for the initial pay period in which the violations occurred, and \$100.00 for each violation in subsequent pay periods, pursuant to *Labor Code* § 226(e), in the amount of \$4,000.00 plus reasonable attorneys' fees and costs.

65. Plaintiff requests a permanent injunction to stop this unlawful conduct, plus attorneys' fees and costs in obtaining the injunction, pursuant to *Labor Code* § 226(g).

SIXTH CAUSE OF ACTION

FOR FAILURE TO PAY WAGES UPON TERMINATION AND/OR RESIGNATION

(Labor Code §§201-203 By Plaintiff Against Defendant and Does 1 through 100)

1 66. Plaintiff realleges and incorporates by reference all of the allegations set forth in
2 this Complaint.

3 67. Labor Code § 201(a) provides that a discharged employee's unpaid wages are
4 due and payable immediately. Labor Code § 202(a) provides that when an employee resigns or
5 is terminated from employment, unpaid wages are due and payable within 72 hours of
6 resignation or termination.

7 68. Labor Code § 203(a) provides that if an employer willfully fails to pay wages as
8 mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until
9 paid, not to exceed thirty days.

10 69. Plaintiff was discharged from Defendant employ and Defendant willfully failed
11 to pay overtime/double time, minimum wages, afford meal/rest breaks, pay for days of rest and
12 did not pay him premium pay for meal/rest breaks not afforded and days of rest.

13 70. Defendant terminated Plaintiff on July 31, 2024, yet failed to pay him wages due
14 to him.

15 71. Under Labor Code § 203(a), Plaintiff is entitled to one day's wages for each day
16 he was not timely paid, not to exceed 30 days' wages.

17 **SEVENTH CAUSE OF ACTION**

18 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

19 **(Cal. Labor Code §2802 By Plaintiff Against Defendant and Does 1 through 100)**

20 72. Plaintiff realleges and incorporates by reference all of the allegations set forth in
21 this Complaint.

22 73. Labor Code §2802 requires employers to indemnify employees for all necessary
23 expenditures incurred by employees in the discharge of their duties.

24 74. At all times relevant herein, Defendants were aware that Plaintiff was using his
25 personal vehicle and cell phone for business, but failed to indemnify Plaintiff for all his
26 business-related expenses, including wear and tear expenses, in accordance with Labor Code
27 §2802.

1 75. As a result of Defendant's conduct, Plaintiff suffered damages in an amount,
2 subject to proof, to the extent he was not reimbursed for all of his business-related expenses
3 incurred in the discharge of his duties.

4 76. Pursuant to Labor Code §2802, Plaintiff is entitled to recover the full amount of
5 his unreimbursed business expenses, reasonable attorneys' fees and costs of suit.

6 **EIGHTH CAUSE OF ACTION**
7 **FAILURE TO PAY FOR DAY OF REST**

8 **(Cal. Labor Code §§ 551, 552; IWC Wage Order No. 5-2001 By Plaintiff against**
9 **Defendant and Does 1 through 100)**

10 77. Plaintiff realleges and incorporates by reference all of the allegations set forth in
11 this Complaint.

12 78. Labor Code section 551 states: "Every person employed in any occupation of
13 labor is entitled to one day's rest therefrom in seven."

14 79. Labor Code section 552 states in part: "No employer of labor shall cause his
15 employees to work more than six days in seven...."

16 80. Wage Order No. 5 requires employers to pay employees one and one-half times
17 their regular rate of pay for the first eight hours worked on the seventh consecutive day of
18 work in any workweek, and twice their regular rate for hours worked in excess of eight on the
19 seventh day.

20 81. At all times Plaintiff worked 7 days per week.

21 82. Defendant knowingly and intentionally failed to pay Plaintiff premium pay for
22 working seven consecutive days as required by Labor Code sections 551 and 552 and Wage
23 Order 5. Instead, Plaintiff was paid at his regular rate of pay.

24 83. As a direct and proximate result of Defendant's conduct as alleged herein,
25 Plaintiff has suffered monetary damages in an amount equal to his unpaid wages for work
26 performed during seven consecutive work days, pursuant to Labor Code sections 551 and 552
27 and Wage Order 5, plus interest thereon pursuant to Labor Code 218.6.

84. Plaintiff further is entitled to recover from Defendant additional sums as a penalty, pursuant to Labor Code section 558 equal to fifty dollars (\$50) per unpaid pay period for Defendants' initial violation, and one hundred dollars (\$100) per unpaid pay period for each subsequent violation, in addition to the underpaid wages from each pay period.

85. In addition, Plaintiff has retained the services of an attorney to maintain and prosecute this action and these attorneys are entitled to recover fees and costs incurred on Plaintiff's behalf pursuant to Labor Code section 218.5.

NINTH CAUSE OF ACTION

(For Failure to Allow Inspection of Employment Records in Violation of Cal. Labor Code §1198.5 By Plaintiff Against Defendant and Does 1 through 100)

86. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

87. California Labor Code Section 1198.5 provides:

(a) Every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee.

(b) The employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the records, and the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request to inspect the records. Upon a written request from a current or former employee, or his or her representative, the employer shall also provide a copy of the personnel records,... later than 30 calendar days from the date the employer receives the request...

1 (k) If an employer fails to permit a current or former employee, or his or her
2 representative, to inspect or copy personnel records within the times specified I
3 this section... the current or former employee may recover a penalty of seven
4 hundred fifty dollars (\$750) from the employer.

5 (1) A current or former employee may also bring an action for injunctive relief
6 to obtain compliance with this section, and may recover costs and reasonable
7 attorney's fees in such an action.

8 88. Additionally, pursuant to Wage Order No. 5, at section 7 re: Records, employers
9 are required to keep accurate payroll records on each employee, and such records must be made
10 readily available for inspection by the employee upon reasonable request. The employer must
11 also maintain accurate production records.

12 89. On or about November 18, 2024, Plaintiff's counsel issued a written request to
13 TLC for copies of his personnel records.

14 90. Under California Labor Code Sections 226, 432 and 1198.5, such records were
15 to include all records relating to Plaintiff's hours worked, wage statements and compensation.
16 Plaintiff's counsel and Defendant did not enter into an agreement to enlarge the time for
17 Defendants' compliance, and Defendant has failed and refused to permit Plaintiff copies of his
18 records.

19 91. As a direct result and consequence of Defendant's failure and refusal to permit
20 Plaintiff full access to his records, Plaintiff seeks injunctive relief in the form of an order or
21 decree mandating Defendant's compliance. Plaintiff has suffered and will suffer harm as a
22 result of Defendant's ongoing refusal to comply. Plaintiff also seeks recovery of the statutory
23 penalty of \$750 based upon Defendant's violation of §1198.5.

24 **TENTH CAUSE OF ACTION**

25 **(For Unfair Competition in Violation of Unfair Business Practices, Cal. Bus. &**
26 **Prof. Code §17200 et. seq. – By Plaintiff Against Defendant and Does 1 through 100)**

27 92. Plaintiff realleges and incorporates by reference all of the allegations set forth in
28 this Complaint.

1 93. California Business & Professions Code § 17200 *et seq.* prohibits acts of unfair
2 competition, which shall mean and include any "unlawful and unfair business practices."

3 94. Defendant's conduct as alleged herein has been and continues to be unfair,
4 unlawful, and deleterious to Plaintiff. Plaintiff hereby seeks to enforce important rights
5 affecting the public interest within the meaning of the Cal. Code of Civ. Proc. § 1021.5.
6 Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, and
7 therefore has standing to bring this suit for restitution.
8

9 95. Paying overtime/double time, minimum wages, affording employees' proper
10 meal/rest breaks and paying premium pay for days of rest are fundamental public policies of
11 the State of California. It is also the public policy of this State to enforce minimum labor
12 standards, to ensure that employees are not required or permitted to work under substandard
13 and unlawful conditions, and to protect those employers who comply with the law from losing
14 competitive advantage to other employers who fail to comply with labor standards and
15 requirements.

16 96. Defendants failed to pay overtime/double time, minimum wages, afford
17 meal/rest breaks, reimburse business expenses, days of rest premium pay and reimburse
18 expenses to Plaintiff. Further, Defendant failed to provide Plaintiff with his personnel records.

19 97. Through the conduct alleged herein, Defendant acted contrary to these public
20 policies and has thus engaged in unlawful and/or unfair business practices in violation of
21 Business & Professions Code §§ 17200 *et. seq.*, depriving Plaintiff of the rights, benefits, and
22 privileges guaranteed to employees under California law.

23 98. Defendant regularly and routinely violated the following statutes and regulations
24 with respect to Plaintiff:

25 (a) *Labor Code* §§ 510, 511, 558, 1194 and 1198 and IWC Wage Order No.
26 5 as amended (failure to pay overtime/double time);

27 (b) *Labor Code* § 1197 and Wage Order No. 5 (failure to pay minimum
28 wages);

- 1 (c) Labor Code §226 (failure to afford meal/rest breaks);
2 (e) *Labor Code* § 226 (failure to provide accurate wage statements to
3 employees at the time of payment of wages);
4 (f) *Labor Code* §§ 202 and 203 (failure to pay wages due at termination);
5 (g) *Labor Code* § 2802 (failure to reimburse business expenses);
6 (h) *Labor Code* §§ 551, 552 (failure to pay day of rest premiums); and
7 (i) *Labor Code* §1198.5 (failure to allow inspection of employment
8 records).
9

10 99. By engaging in these business practices, which are unfair business practices
11 within the meaning of Bus. & Prof. Code §§ 17200 *et seq.*, Defendant harmed Plaintiff and
12 gained an unfair competitive edge. Under the Business & Professions Code § 17203, Plaintiff is
13 entitled to obtain restitution of these funds.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in his favor
16 and against Defendant as follows:

- 17 1. For compensatory damages in the amount of unpaid overtime/double time due to
18 Plaintiff, in the amount of at least \$226,330.00, according to proof;
19 2. For compensatory damages in the amount of unpaid minimum wages due to
20 Plaintiff, in the amount of at least \$226,320.00, according to proof;
21 3. For compensatory damages for lost wages and employment benefits, in the
22 amount of at least \$226,320.00, according to proof;
23 4. For compensatory damages in the amount of Plaintiff's out of pocket expenses
24 and/or reimbursement of monies incurred while performing Defendant's business-related
25 duties, plus interest, costs and attorneys' fees pursuant to Cal. Code Civ. Proc. §2802(c);
26 5. For prejudgment interest accrued on all due and unpaid overtime/double time
27 and minimum wages from the date that wages were due and payable, pursuant to *Cal. Lab.*
28 *Code* §§218.6 and 1194(a), according to proof;

6. Premium pay for day of rest premium wages;
7. For an award of consequential damages, according to proof;
8. For one (1) hour of pay at the regular rate of compensation for Plaintiff for each workday that a meal and/or rest period was not provided;
9. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;
10. For payment to Plaintiff of waiting time penalties pursuant to *Cal. Lab. Code* §203, in an amount equal to his respective daily rates of pay at the time of termination or layoff, multiplied by the total amount of days elapsed between the date of the involuntary termination, and/or 72 hours after notice of the voluntary termination, up to a maximum of 30 days' pay, according to proof;
11. For specific relief enforcing waiting time penalties of 30 days of per diem wages pursuant to *Cal. Bus. & Prof. Code* §17200 and *Cal. Lab. Code* §203, according to proof;
12. For statutory penalties pursuant to *Cal. Lab. Code* §§ 203.1, 226.7, according to proof;
13. For reasonable costs, including attorneys' fees, in an amount according to proof pursuant to *Cal. Labor Code* §§218.5, 1198.5, 2802, and/or *Cal. Code Civ. Proc.* §1021.5;
14. For injunctive relief ordering the continuing unfair business acts and practices to cease, as the Court deems just and proper;
15. For other injunctive relief ordering Defendant to notify Plaintiff that he has not been paid the proper amounts in accordance with California law;
16. For injunctive relief requiring Defendant to comply with Labor Code 1198.5(b)(1);
17. For prejudgment interest, according to proof; and
18. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff Ricardo Cuevas Rios hereby respectfully requests a trial by jury for all claims and issues raised in his Complaint that may be entitled to a jury trial.

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LIPELES LAW GROUP, APC

Date: November 18, 2024

By: 

Kevin A. Lipeles
Attorneys for Plaintiff
Ricardo Cuevas Rios