

David Yeremian (SBN 226337)
Arsiné Grigoryan (SBN 319517)
D.LAW, INC.
450 N. Brand Blvd., Suite 840
Tel: (818) 92-6465 / Fax: (818) 962-6469
Email: d.yeremian@d.law
a.grigoryan@d.law

Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JAHANGIR W. AHMAD, on behalf of
himself and all others similarly situated,

Plaintiffs,

v.

SHASTA BEVERAGES, INC., a
Delaware corporation; and Does 1 to
50, inclusive,

Defendants.

CLASS ACTION

Case No. 2:25-cv-00212-GW-MAA

**FIRST AMENDED COMPLAINT
FOR:**

- 1. FAILURE TO PAY ALL
WAGES;**
- 2. FAILURE TO PAY ALL
OVERTIME WAGES AT THE
LEGAL OVERTIME PAY
RATE;**
- 3. FAILURE TO PROVIDE ALL
MEAL PERIODS;**
- 4. FAILURE TO AUTHORIZE
AND PERMIT ALL PAID REST
PERIODS;**
- 5. DERIVATIVE FAILURE TO
TIMELY FURNISH
ACCURATE ITEMIZED WAGE
STATEMENTS;**
- 6. INDEPENDENT FAILURE TO
TIMELY FURNISH
ACCURATE ITEMIZED WAGE
STATEMENTS;**
- 7. VIOLATIONS OF LABOR
CODE §§ 201-202; AND**
- 8. PENALTIES UNDER LABOR
CODE § 2699;**
- 9. UNFAIR BUSINESS
PRACTICES**

DEMAND FOR JURY TRIAL

1 Plaintiff Jahangir W. Ahmad (“Plaintiff”), an individual on behalf of himself
2 and all others similarly situated, hereby files this Complaint against Defendant
3 Shasta Beverages Inc. and Does 1 to 50 (collectively referred to as “Defendants”).
4 Plaintiff is informed and believes, and on the basis of that information and belief,
5 alleges as follows:
6

7 **I.**

8 **INTRODUCTION**

9 1. This is a civil action seeking recovery for Defendants’ violations of
10 the California Labor Code, California Business and Professions Code, the
11 applicable Wage Orders issued by the California Industrial Welfare Commission
12 (the “IWC Wage Orders”) and related common law principles.

13 2. Plaintiff’s action seeks monetary damages including full restitution
14 from Defendants as a result of Defendants’ unlawful, fraudulent, and/or unfair
15 business practices.

16 3. The acts complained of herein occurred, occur and will occur, at least
17 in part, within the time period from four years preceding the filing of the original
18 Complaint herein, up to and through the time of trial for this matter (although this
19 should not automatically be considered the statute of limitations for any cause of
20 action herein).

21 **RELEVANT JOB TITLES**

22 4. For introductory and general information only (and not to be
23 considered a proposed class definition), the relevant individuals in this action are
24 Defendants’ non-exempt employees who were subjected to Defendants’ policies and
25 practices as described herein. Any differences in job activities between the different
26 individuals in these positions were and are legally insignificant to the issues
27 presented by this action.

28 ///

1 SUMMARY OF CLAIMS

2 5. With regard to Defendants' non-exempt employees, Defendants have:

- 3 a. Failed to pay straight time, minimum, and/or overtime wages for
4 all hours worked;
5 b. Failed to pay all overtime wages at the legal overtime pay rate;
6 c. Failed to provide all legally-required meal periods;
7 d. Failed to authorize and permit all paid legally-required rest
8 periods;
9 e. Derivatively failed to timely furnish accurate itemized wage
10 statements;
11 f. Independently failed to timely furnish accurate itemized wage
12 statements;
13 g. Violated Labor Code §§ 201-202; and
14 h. Incurred penalties under Labor Code §§ 2698, *et seq.*; and
15 i. Conducted unfair business practices.

16 **II.**

17 **PARTIES**

18 PLAINTIFF JAHANGIR W. AHMAD

19 6. Plaintiff Jahangir W. Ahmad is an individual over the age of 18 and is
20 now and/or at all times mentioned in this Complaint was a citizen of the State of
21 California.

22 7. Plaintiff Jahangir W. Ahmad worked for Defendants as a Quality
23 Control Technician from approximately July 19, 2023 to April 10, 2024, in La
24 Mirada, California, which is in Los Angeles County, California. He was
25 responsible for managing two soda lines. His duties included, but were not limited
26 to, testing tanks, and checking the weight and quality of cans.

27 8. Plaintiff Jahangir W. Ahmad seeks recovery herein from Defendants
28 because with regard to Plaintiff Jahangir W. Ahmad, while acting for Defendants

1 in his capacity as a non-exempt employee, Defendants have:

- 2 a. Failed to pay straight time, minimum, and/or overtime wages for
- 3 all hours worked;
- 4 b. Failed to pay all overtime wages at the legal overtime pay rate;
- 5 c. Failed to provide all legally-required meal periods;
- 6 d. Failed to authorize and permit all paid legally-required rest
- 7 periods;
- 8 e. Derivatively failed to timely furnish accurate itemized wage
- 9 statements;
- 10 f. Independently failed to timely furnish accurate itemized wage
- 11 statements;
- 12 g. Violated Labor Code §§ 201-202;
- 13 h. Incurred penalties under Labor Code §§ 2698, *et seq.*; and
- 14 i. Conducted unfair business practices.

15 DEFENDANT SHASTA BEVERAGES, INC.

16 9. Defendant Shasta Beverages, Inc., is now and/or at all times
17 mentioned in this Complaint was a Delaware corporation and the owner and
18 operator of an industry, business and/or facility licensed to do business and
19 actually doing business in the State of California.

20 DOES 1 TO 50, INCLUSIVE

21 10. Does 1 to 50, inclusive, are now and/or at all times mentioned in this
22 Complaint were licensed to do business and/or actually doing business in
23 California.

24 11. Plaintiff does not know the true names or capacities, whether
25 individual, partner or corporate, of Does 1 to 50, inclusive and for that reason,
26 Does 1 to 50 are sued under such fictitious names under California Code of Civil
27 Procedure § 474.

28 12. Plaintiff will seek leave of court to amend this Complaint to allege

1 such names and capacities as soon as they are ascertained.

2 ALL DEFENDANTS

3 13. Defendants, and each of them, are now and/or at all times mentioned
4 in this Complaint were in some manner legally responsible for the events,
5 happenings, and circumstances alleged in this Complaint. Defendants, and each of
6 them, directly or indirectly, or through an agent or any other person, employed or
7 exercised control over the wages, hours, or working conditions of Plaintiff.

8 14. Defendants, and each of them, proximately subjected Plaintiff to the
9 unlawful practices, wrongs, complaints, injuries, and/or damages alleged in this
10 Complaint.

11 15. Defendants, and each of them, are now and/or at all times mentioned
12 in this Complaint were the agents, servants, and/or employees of some or all other
13 Defendants, and vice-versa, and in doing the things alleged in this Complaint,
14 Defendants are now and/or at all times mentioned in this Complaint were acting
15 within the course and scope of that agency, servitude, and/or employment.

16 16. Defendants, and each of them, are now and/or at all times mentioned
17 in this Complaint were members of and/or engaged in a joint venture, partnership,
18 and common enterprise, and were acting within the course and scope and in
19 pursuance of said joint venture, partnership, and common enterprise.

20 17. Defendants, and each of them, at all times mentioned in this
21 Complaint concurred and contributed to the various acts and omissions of each and
22 every one of the other Defendants in proximately causing the complaints, injuries,
23 and/or damages alleged in this Complaint.

24 18. Defendants, and each of them, at all times mentioned in this
25 Complaint approved of, condoned and/or otherwise ratified each and every one of
26 the acts and/or omissions alleged in this Complaint.

27 19. Defendants, and each of them, at all times mentioned in this
28 Complaint aided and abetted the acts and omissions of each and every one of the

1 other Defendants thereby proximately causing the damages alleged in this
2 Complaint.

3 **III.**

4 **JURISDICTION AND VENUE**

5 20. The California Superior Court has jurisdiction in this matter due to
6 Defendants' aforementioned violations of California statutory law and/or related
7 common law principles.

8 21. The California Superior Court also has jurisdiction in this matter
9 because both the individual and aggregate monetary damages and restitution
10 sought herein exceed the minimal jurisdictional limits of the Superior Court and
11 will be established at trial, according to proof.

12 22. The California Superior Court also has jurisdiction in this matter
13 because during their employment with Defendants, Plaintiff Jahangir W. Ahmad and
14 the members of the putative Classes herein were all California citizens. Further, there
15 is no federal question at issue, as the issues herein are based solely on California
16 statutes and law.

17 23. Venue is proper in Los Angeles County under Code of Civil
18 Procedure §§ 395(a) and 395.5, in that liability arose there because at least some of
19 the transactions that are the subject matter of this Complaint occurred therein
20 and/or each Defendant either is found, maintains offices, transacts business, and/or
21 has an agent therein.

22 **IV.**

23 **CLASS ACTION ALLEGATIONS**

24 24. Code of Civil Procedure § 382 provides in pertinent part, "[W]hen the
25 question is one of a common or general interest, of many persons, or when the
26 parties are numerous, and it is impracticable to bring them all before the court, one
27 or more may sue or defend for the benefit of all." Plaintiff brings this suit as a class
28 action under Code of Civil Procedure § 382.

1 25. The putative classes Plaintiff will seek to certify are currently
2 composed of and defined as follows:

- 3 a. All California citizens employed by Defendants as non-exempt
4 employees (as defined, supra) during the appropriate time period
5 who were subjected to Defendants' policies and practices
6 regarding the payment of straight time, minimum and/or overtime
7 wages as specifically described herein (hereinafter, the "Wage
8 Class");
- 9 b. All California citizens employed by Defendants as non-exempt
10 employees (as defined, supra) during the appropriate time period
11 who were subjected to Defendants' policies and practices
12 regarding the calculation of overtime pay as specifically described
13 herein (hereinafter, the "Overtime Rate Class");
- 14 c. All California citizens employed by Defendants as non-exempt
15 employees (as defined, supra) during the appropriate time period
16 who were subjected to Defendants' policies and practices
17 regarding meal periods as specifically described herein
18 (hereinafter, the "Meal Period Class");
- 19 d. All California citizens employed by Defendants as non-exempt
20 employees (as defined, supra) during the appropriate time period
21 who were subjected to Defendants' policies and practices
22 regarding paid rest periods as specifically described herein
23 (hereinafter, the "Rest Period Class");
- 24 e. All California citizens employed by Defendants as non-exempt
25 employees (as defined, supra) during the appropriate time period
26 who were derivatively subjected to Defendants' policies and
27 practices regarding itemized wage statements as specifically
28 described herein (hereinafter, the "Derivative Wage Statement

Class”);

- f. All California citizens employed by Defendants as non-exempt employees (as defined, supra) during the appropriate time period who were independently subjected to Defendants’ policies and practices regarding itemized wage statements as specifically described herein (hereinafter, the “Independent Wage Statement Class”);
- g. All formerly-employed California citizens employed by Defendants as non-exempt employees (as defined, supra) during the appropriate time period who were subjected to Defendants’ policies and practices regarding Labor Code § 203 and the payment of final wages as specifically described herein (hereinafter, the “LC 203 Class”); and
- h. All California citizens employed by Defendants as non-exempt employees (as defined, supra) during the appropriate time period regarding whom Defendants have engaged in unlawful, unfair and/or fraudulent business acts or practices prohibited by Business & Professions Code §§ 17200, et seq. as specifically described herein (hereinafter, the “17200 Class”).

26. The Wage Class, Overtime Rate Class, Meal Period Class, Rest Period Class, Derivative Wage Statement Class, Independent Wage Statement Class, LC 203 Class, and 17200 Class are herein collectively referred to as the “Classes.”

27. Throughout discovery in this litigation, Plaintiff may find it appropriate and/or necessary to amend the definition of the Classes. Plaintiff will formally define and designate a class definition at such time when Plaintiff seeks to certify the Classes alleged herein.

///

1 28. Numerosity (Code of Civil Procedure § 382):

- 2 a. The potential quantity of members of the Classes as defined is so
3 numerous that joinder of all members is unfeasible and
4 impractical;
5 b. The disposition of the claims of the members of the Classes
6 through this class action will benefit both the parties and this
7 Court;
8 c. The quantity of members of the Classes is unknown to Plaintiff at
9 this time; however, it is estimated that the membership of the
10 Classes numbers greater than 100 individuals; and
11 d. The quantity and identity of such membership is readily
12 ascertainable via inspection of Defendants' records.

13 29. Superiority (Code of Civil Procedure § 382): The nature of this action
14 and the nature of the laws available to Plaintiff make the use of the class action
15 format particularly efficient and the appropriate procedure to afford relief to
16 Plaintiff for the wrongs alleged herein, as follows:

- 17 a. California has a public policy that encourages the use of the class
18 action device;
19 b. By establishing a technique whereby the claims of many
20 individuals can be resolved at the same time, the class suit both
21 eliminates the possibility of repetitious litigation and provides
22 small claimants with a method of obtaining redress for claims
23 which would otherwise be too small to warrant individual
24 litigation;
25 c. This case involves large corporate Defendants and a large number
26 of individual Class members with many relatively small claims
27 and common issues of law and fact;
28 d. If each individual member of the Classes was required to file an

1 individual lawsuit, the large corporate Defendants would
2 necessarily gain an unconscionable advantage because Defendants
3 would be able to exploit and overwhelm the limited resources of
4 each individual member of the Classes with Defendants' vastly
5 superior financial and legal resources requiring each individual
6 member of the Classes to pursue an individual remedy would also
7 discourage the assertion of lawful claims by the members of the
8 Classes who would be disinclined to pursue an action against
9 Defendants because of an appreciable and justifiable fear of
10 retaliation and permanent damage to their lives, careers, and well-
11 being;

12 e. Proof of a common business practice or factual pattern, of which
13 the members of the Classes experienced, is representative of the
14 Classes herein and will establish the right of each of the members
15 of the Classes to recover on the causes of action alleged herein;

16 f. Absent class treatment, the prosecution of separate actions by the
17 individual members of the Classes, even if possible, would likely
18 create:

- 19 i) a substantial risk of each individual plaintiff presenting in
20 separate, duplicative proceedings the same or essentially
21 similar arguments and evidence, including expert testimony;
- 22 ii) a multiplicity of trials conducted at enormous expense to both
23 the judicial system and the litigants;
- 24 iii) inconsistent or varying verdicts or adjudications with respect
25 to the individual members of the Classes against Defendants;
- 26 iv) potentially incompatible standards of conduct for Defendants;
- 27 and
- 28 v) potentially incompatible legal determinations with respect to

individual members of the Classes which would, as a practical matter, be dispositive of the interest of the other members of the Classes who are not parties to the adjudications or which would substantially impair or impede the ability of the members of the Classes to protect their interests.

- g. The claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attendant thereto;
- h. Courts seeking to preserve efficiency and other benefits of class actions routinely fashion methods to manage any individual questions; and
- i. The Supreme Court of California urges trial courts, which have an obligation to consider the use of innovative procedural tools to certify a manageable class, to be procedurally innovative in managing class actions.

30. Well-defined Community of Interest: Plaintiff also meets the established standards for class certification, as follows:

- a. Typicality: The claims of Plaintiff Jahangir W. Ahmad are typical of the claims of all members of the Classes he seeks to represent because all members of the Classes sustained injuries and damages arising out of Defendants' common course of conduct in violation of law and the injuries and damages of all members of the Classes were caused by Defendants' wrongful conduct in violation of law, as alleged herein.
- b. Adequacy: Plaintiff Jahangir W. Ahmad:
 - i) is an adequate representative of the Classes he seeks to represent;

- ii) will fairly protect the interests of the members of the Classes;
- iii) has no interests antagonistic to the members of the Classes;
- and
- iv) will vigorously pursue this suit via attorneys who are competent, skilled and experienced in litigating matters of this type.

c. Predominant Common Questions of Law or Fact: There are common questions of law and/or fact as to the members of the Classes which predominate over questions affecting only individual members of the Classes, including, without limitation:

- i) Whether Defendants paid the legal and appropriate straight time pay, minimum wage pay and/or overtime pay for all work hours to the members of the Wage Class;
- ii) Whether Defendants paid all overtime wages owed to the members of the Overtime Rate Class at the appropriate overtime pay rate;
- iii) Whether Defendants failed and continue to fail to provide legally-required meal periods to the members of the Meal Period Class in violation of the Labor Code and Section 11 of the IWC Wage Orders;
- iv) Whether Defendants failed and continue to fail to authorize and permit paid legally-required rest periods to the members of the Rest Period Class in violation of the Labor Code and Section 12 of the IWC Wage Orders;
- v) Whether Defendants derivatively failed to timely furnish accurate, itemized and legal wage statements to the members of the Derivative Wage Statement Class;
- vi) Whether Defendants independently failed to timely furnish

1 accurate, itemized and legal wage statements to the members
2 of the Independent Wage Statement Class;

3 vii) Whether Defendants are liable under Labor Code § 203 to the
4 members of the LC 203 Class;

5 viii) Whether Defendants' conduct constitutes unfair competition
6 within the meaning of Business & Professions Code §§
7 17200, et seq.;

8 ix) Whether the members of the Classes are entitled to
9 compensatory damages, and if so, the means of measuring
10 such damages;

11 x) Whether the members of the Classes are entitled to injunctive
12 relief;

13 xi) Whether the members of the Classes are entitled to restitution;
14 and

15 xii) Whether Defendants are liable for attorneys' fees and costs.

16 31. Whether each member of the Classes might be required to ultimately
17 justify an individual claim does not preclude maintenance of a class action.

18 **V.**

19 **CAUSES OF ACTION**

20 **FIRST CAUSE OF ACTION**

21 **FAILURE TO PAY ALL WAGES**

22 **(On Behalf of the Wage Class)**

23 **(Against All Defendants)**

24 32. Plaintiff incorporates by reference and realleges each and every one of
25 the allegations contained in the preceding and foregoing paragraphs of this
26 Complaint as if fully set forth herein.

27 33. Defendants compelled Plaintiff and all employees to perform work
28 off-the-clock, including but not limited to, performing duties during their meal and

1 rest breaks. Plaintiff and all employees also had to arrive early to wait in line to
2 clock in, which took anywhere between two to eight (2-8) minutes per day. This
3 was applicable to clocking in at the beginning of shifts.

4 34. Labor Code § 204 establishes the fundamental right of all employees
5 in the State of California to be paid wages, including straight time and overtime, in
6 a timely fashion for their work.

7 35. Labor Code § 510(a) states in pertinent part, “Any work in excess of
8 eight hours in one workday and any work in excess of 40 hours in any one
9 workweek ... shall be compensated at the rate of no less than one and one-half
10 times the regular rate of pay for any employee.”

11 36. Labor Code § 1182.12 provides the statewide minimum wage in
12 California.

13 37. Labor Code § 1194(a) states, “Notwithstanding any agreement to
14 work for a lesser wage, any employee receiving less than the legal minimum wage
15 or the legal overtime compensation applicable to the employee is entitled to
16 recover in a civil action the unpaid balance of the full amount of this minimum
17 wage or overtime compensation, including interest thereon, reasonable attorney’s
18 fees, and costs of suit.”

19 38. Further, under Labor Code § 1197, payment of less than the minimum
20 wage fixed by the Labor Commission is unlawful.

21 39. Under Labor Code § 1198, it is unlawful to employ persons for longer
22 than the hours set by the Industrial Welfare Commission or under conditions
23 prohibited by the IWC Wage Order(s).

24 40. Under the IWC Wage Order(s), Defendants are required to pay the
25 members of the Wage Class for all hours worked, meaning the time during which
26 an employee is subject to the control of an employer, including all the time the
27 employee is suffered or permitted to work, whether or not required to do so.

28 41. Defendants, as a matter of established company policy and procedure,

1 at each and every one of the individual facilities owned and/or operated by
2 Defendants, consistently:

3 u. Administered a uniform company policy and practice as to the pay
4 policies regarding the members of the Wage Class;

5 v. Required the members of the Wage Class to spend time under
6 Defendants' control for work-related tasks without compensation,
7 including but not limited to requiring employees to wait in a long
8 line before clocking in; and, as such,

9 w. Defendants suffered, permitted, and/or required the members of the
10 Wage Class to work without paying for all time they were under
11 Defendants' control.

12 42. Because Defendants required the members of the Wage Class to
13 remain under Defendants' control without paying therefor, this resulted in the
14 members of the Wage Class earning less than the legal minimum wage in the State
15 of California.

16 43. Defendants' pattern, practice and uniform administration of corporate
17 policy regarding illegal employee compensation as described herein is unlawful
18 and creates an entitlement, under Labor Code § 218, to recovery by Plaintiff and
19 the members of the Wage Class, in a civil action, of the unpaid balance of the full
20 amount of wages owing, calculated at the appropriate rate.

21 44. Further, Defendants' pattern and practice in uniform administration of
22 corporate policy regarding Defendants' failure to pay the legal minimum wage to
23 the members of the Wage Class as described herein is unlawful and creates
24 entitlement, under Labor Code § 1194(a), to recovery by the members of the Wage
25 Class, in a civil action, for the unpaid balance of the full amount of the unpaid
26 minimum wages owed, calculated as the difference between the straight time
27 compensation paid and the applicable minimum wages, including interest thereon.

28 45. Under Labor Code § 1194.2(a) (which provides that in any action

1 under Labor Code § 1194, an employee shall be entitled to recover liquidated
2 damages), the members of the Wage Class seek recovery of liquidated damages in
3 an amount equal to the wages unlawfully unpaid and interest thereon.

4 46. That calculation of individual damages for the members of the Wage
5 Class may at some point be required does not foreclose the possibility of taking
6 common evidence on questions regarding their entitlement to overtime
7 compensation.

8 47. Under Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287, the
9 members of the Wage Class seek recovery of pre-judgment interest on all amounts
10 recovered herein.

11 48. Under Labor Code §§ 218.5 and/or 1194, the members of the Wage
12 Class request that the Court award reasonable attorneys' fees and costs incurred by
13 them in this action.

14 **SECOND CAUSE OF ACTION**
15 **FAILURE TO PAY OVERTIME WAGES AT**
16 **THE APPROPRIATE OVERTIME PAY RATE**
17 **(On Behalf of the Overtime Rate Class)**
18 **(Against All Defendants)**

19 49. Plaintiff incorporates by reference and realleges each and every one of
20 the allegations contained in the preceding and foregoing paragraphs of this
21 Complaint as if fully set forth herein.

22 50. Due to having to perform off-the-clock work and work during meal
23 periods, Plaintiff and employees were not compensated overtime for the time they
24 worked past eight hours a shift.

25 51. Labor Code § 204 establishes the fundamental right of all employees
26 in the State of California to be paid wages, including straight time and overtime, in
27 a timely fashion for their work.

28 52. Labor Code § 510(a) states in pertinent part: "Any work in excess of

1 eight hours in one workday and any work in excess of 40 hours in any one
2 workweek ... shall be compensated at the rate of no less than one and one-half
3 times the regular rate of pay for any employee.”

4 53. The “regular rate of pay” includes “all [applicable] remuneration paid
5 to, or on behalf of the employee.” See, e.g., 29 U.S.C. § 207(3). The California
6 Industrial Welfare Commission applies this standard for determining an
7 employee’s regular rate of pay for overtime calculation purposes.

8 54. Labor Code § 1194(a) states: “Notwithstanding any agreement to
9 work for a lesser wage, any employee receiving less than the legal minimum wage
10 or the legal overtime compensation applicable to the employee is entitled to
11 recover in a civil action the unpaid balance of the full amount of this minimum
12 wage or overtime compensation, including interest thereon, reasonable attorney’s
13 fees, and costs of suit.”

14 55. Labor Code § 204 establishes the fundamental right of all employees
15 in the State of California to be paid wages, including straight time and overtime, in
16 a timely fashion for their work.

17 56. Defendants, as a matter of established company policy and procedure,
18 at each and every one of the individual facilities owned and/or operated by
19 Defendants, consistently:

- 20 a. Administered a uniform company policy and practice regarding the
21 payment of wages, including overtime, to the members of the
22 Overtime Rate Class;
- 23 b. Scheduled and/or required the members of the Overtime Rate
24 Class to work in excess of eight (8) hours per workday and/or in
25 excess of forty (40) hours per workweek;
- 26 c. Paid the members of the Overtime Rate Class at more than one rate
27 of pay;
- 28 d. Did not calculate overtime pay using all such applicable rates of

1 pay; and

2 e. As such, failed to pay the members of the Overtime Rate Class for
3 all work accomplished in excess of forty (40) hours per week at the
4 appropriate overtime rate as required by law, reflecting all
5 applicable forms of remuneration.

6 57. Defendants' pattern, practice and uniform administration of corporate
7 policy regarding illegal employee compensation as described herein is unlawful
8 and creates an entitlement, under Labor Code §§ 218 and 1194(a), to recovery by
9 the members of the Overtime Rate Class, in a civil action, for the unpaid balance of
10 the full amount of the overtime premiums owing.

11 58. That calculation of individual damages for the members of the
12 Overtime Rate Class may at some point be required does not foreclose the
13 possibility of taking common evidence on questions regarding their entitlement to
14 overtime compensation.

15 59. Under Labor Code §§ 218.6 and 1194(a), and Civil Code § 3287, the
16 members of the Overtime Rate Class seek recovery of pre-judgment interest on all
17 amounts recovered herein.

18 60. Under Labor Code §§ 218.5 and/or 1194, the members of the
19 Overtime Rate Class request that the Court award reasonable attorneys' fees and
20 costs incurred by them in this action.

21 **THIRD CAUSE OF ACTION**

22 **FAILURE TO PROVIDE ALL MEAL PERIODS**

23 **(On Behalf of the Meal Period Class)**

24 **(Against All Defendants)**

25 61. Plaintiff incorporates by reference and realleges each and every one of
26 the allegations contained in the preceding and foregoing paragraphs of this
27 Complaint as if fully set forth herein.

28 62. Defendants did not provide compliant meal periods to Plaintiff and

1 employees because each employee (including Plaintiff) had distinct job functions
2 that required them to run a continuous operation. For instance, Plaintiff had to run
3 two lines regarding the testing of Defendants' product. This included checking the
4 tank, weighing the cans, checking the quality of the cans (including the seams),
5 frequently conducting different tests, such as the acidity levels, etc. Additionally,
6 where applicable, Plaintiff and employees were not provided a complaint second
7 meal period.

8 63. Labor Code § 226.7(b) provides, "An employer shall not require an
9 employee to work during a meal or rest or recovery period mandated pursuant to
10 an applicable statute, or applicable regulation, standard, or order of the Industrial
11 Welfare Commission, the Occupational Safety and Health Standards Board, or the
12 Division of Occupational Safety and Health."

13 64. Labor Code § 512 provides, "An employer may not employ an
14 employee for a work period of more than five hours per day without providing the
15 employee with a meal period of not less than 30 minutes, except that if the total
16 work period per day of the employee is no more than six hours, the meal period
17 may be waived by mutual consent of both the employer and employee. An
18 employer may not employ an employee for a work period of more than 10 hours
19 per day without providing the employee with a second meal period of not less than
20 30 minutes, except that if the total hours worked is no more than 12 hours, the
21 second meal period may be waived by mutual consent of the employer and the
22 employee only if the first meal period was not waived."

23 65. Labor Code § 516 provides that the Industrial Welfare Commission
24 "may adopt or amend working condition orders with respect to break periods, meal
25 periods, and days of rest for any workers in California consistent with the health
26 and welfare of those workers."

27 66. Section 11(C) of the IWC Wage Orders provides that "Unless the
28 employee is relieved of all duty during a 30 minute meal period, the meal period

1 shall be considered an “on duty” meal period and counted as time worked. An “on
2 duty” meal period shall be permitted only when the nature of the work prevents an
3 employee from being relieved of all duty and when by written agreement between
4 the parties an on-the-job paid meal period is agreed to. The written agreement shall
5 state that the employee may, in writing, revoke the agreement at any time.”

6 67. Section 11(D) of the IWC Wage Order(s) provides “If an employer
7 fails to provide an employee a meal period in accordance with the applicable
8 provisions of this order, the employer shall pay the employee one (1) hour of pay
9 at the employee’s regular rate of compensation for each workday that the meal
10 period is not provided.”

11 68. On one or more occasions, the members of the Meal Period Class
12 worked over five hours per shift and therefore were entitled to an uninterrupted
13 meal period of not less than 30 minutes prior to exceeding five hours of
14 employment.

15 69. Further, on one or more occasions, some members of the Meal Period
16 Class worked over 10 hours per shift and therefore were entitled to an
17 uninterrupted second meal period of not less than 30 minutes prior to exceeding 10
18 hours of employment.

19 70. The members of the Meal Period Class did not validly or legally
20 waive their meal periods, by mutual consent with Defendants or otherwise.

21 71. The members of the Meal Period Class did not enter into any written
22 agreement with Defendants agreeing to an on-the-job paid meal period.

23 72. As a matter of Defendants’ established company policy, Defendants
24 failed to always comply with the meal period requirements established by Labor
25 Code §§ 226.7, 512, and 516 and Section 11 of the IWC Wage Order(s) by failing
26 to always provide the members of the Meal Period Class with a first and in some
27 cases a second legally compliant meal period.

28 73. Under Section 11(B) of the IWC Wage Order(s) and Labor Code §

226.7(c), which states “If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided,” the members of the Meal Period Class are entitled to damages in an amount equal to one additional hour of pay at each employee’s regular rate of compensation for each work day that one or more meal periods were not provided to them, in a sum to be proven at trial.

74. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Meal Period Class seek recovery of pre-judgment interest on all amounts recovered herein.

FOURTH CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT ALL PAID REST PERIODS

(On Behalf of the Rest Period Class)

(Against All Defendants)

75. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

76. Defendants failed to provide all rest periods to Plaintiff and employees. Plaintiff and employees sometimes had their rest periods cut short, interrupted, or missed altogether due to the demands of Defendants’ operations.

77. Labor Code § 226.7(b) provides, “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the

1 Division of Occupational Safety and Health.”

2 78. Labor Code § 516 provides that the Industrial Welfare Commission
3 “may adopt or amend working condition orders with respect to break periods, meal
4 periods, and days of rest for any workers in California consistent with the health
5 and welfare of those workers.”

6 79. Section 12(A) of the IWC Wage Order(s) states, “Every employer
7 shall authorize and permit all employees to take rest periods, which insofar as
8 practicable shall be in the middle of each work period. The authorized rest period
9 time shall be based on the total hours worked daily at the rate of ten (10) minutes
10 net rest time per four (4) hours or major fraction thereof. However, a rest period
11 need not be authorized for employees whose total daily work time is less than three
12 and one-half (3 ½) hours. Authorized rest period time shall be counted as hours
13 worked for which there shall be no deduction from wages.”

14 80. Section 12(B) of the IWC Wage Order(s) states, “If an employer fails
15 to provide an employee a rest period in accordance with the applicable provisions
16 of this order, the employer shall pay the employee one (1) hour of pay at the
17 employee’s regular rate of compensation for each workday that the rest period is
18 not provided.”

19 81. The members of the Rest Period Class sometimes worked over four
20 hours per shift. Further, the members of the Rest Period Class sometimes worked
21 over six hours per shift and in some cases over 10 hours per shift.

22 82. The members of the Rest Period Class were entitled to a rest period of
23 not less than 10 minutes for every four hours of work or major fraction thereof.

24 83. As a matter of Defendants’ established company policy, Defendants
25 failed to always authorize and permit legally-compliant rest periods. Defendants
26 did not authorize and permit rest periods for shifts every four hours or major
27 fraction thereof.

28 84. Under Section 12 of the IWC Wage Order(s) and Labor Code §

226.7(b) which states “if an employer fails to provide an employee a meal or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each work day that the meal or rest period is not provided,” the members of the Rest Period Class are entitled to damages in an amount equal to one (1) additional hour of pay at each employee’s regular rate of compensation for each work day that one or more rest periods were not so provided.

85. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Rest Period Class seek recovery of pre-judgment interest on all amounts recovered herein.

FIFTH CAUSE OF ACTION
DERIVATIVE FAILURE TO TIMELY
FURNISH ACCURATE ITEMIZED WAGE STATEMENTS
(On Behalf of the Derivative Wage Statement Class)

86. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

87. Throughout the applicable class period, Defendants failed to timely furnish accurate, itemized wage statements because, among other issues, Defendants failed to include all hours worked (including overtime and double), and all premium wages.

88. Labor Code § 226(a) states in pertinent part, “Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her 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 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net wages earned, (6) the

1 inclusive dates of the period for which the employee is paid... (8) the name and
2 address of the legal entity that is the employer, and (9) all applicable hourly rates
3 in effect during each the pay period and the corresponding number of hours
4 worked at each hourly rate by the employee....”

5 89. Further, the IWC Wage Orders § 7(A) states in pertinent part, “(A)
6 Every employer shall keep accurate information with respect to each employee
7 including the following: (3) Time records showing when the employee begins and
8 ends each work period. Meal periods, split shift intervals, and total daily hours
9 worked shall also be recorded...(5) Total hours worked in the payroll period and
10 applicable rates of pay....”

11 90. Therefore, under Labor Code § 226(a) and the IWC Wage Orders §
12 7(A), California employers are required to maintain accurate records pertaining to
13 the total hours worked for Defendants by the members of the Derivative Wage
14 Statement Class, including but not limited to, beginning and ending of each work
15 period, meal period and split shift interval, the total daily hours worked, and the
16 total hours worked per pay period and applicable rates of pay.

17 91. As a pattern and practice, in violation of Labor Code § 226(a) and the
18 IWC Wage Orders § 7(A), Defendants did not and still do not furnish each of the
19 members of the Derivative Wage Statement Class with an accurate itemized
20 statement in writing showing (1) gross wages earned, (2) total hours worked by the
21 employee, (3) all deductions, (4) net wages earned and/or (5) all applicable hourly
22 rates in effect during each respective pay period and the corresponding number of
23 hours worked at each hourly rate by each respective individual.

24 92. As set forth herein in prior causes of action, Defendants failed to pay
25 the members of the Derivative Wage Statement Class all wages due and owing.

26 93. As a derivative result of this failure to pay wages and as a pattern and
27 practice in violation of Labor Code § 226(a) and the IWC Wage Orders § 7(A),
28 Defendants knowingly and intentionally failed to furnish accurate wage statements

1 to the members of the Derivative Wage Statement Class, including, but not limited
2 to, failing to provide the beginning and ending of each work period, meal period
3 interval, total daily hours worked, total hours worked per pay period, and the
4 applicable rates of pay.

5 94. Here, the members of Derivative Wage Statement Class suffered
6 injury because, due to Defendants' failure to pay all wages due and owing,
7 Defendants derivatively failed to provide accurate and complete information as
8 required by one or more items listed in Labor Code § 226(a)(1)-(9).

9 95. In addition, the members of the Derivative Wage Statement Class
10 have suffered injury as a result of Defendants' failure to maintain accurate records
11 for the members of the Derivative Wage Statement Class in that the members of
12 the Derivative Wage Statement Class were not timely provided written accurate
13 itemized statements showing all requisite information, including but not limited to
14 total hours worked by the employee, net wages earned and all applicable hourly
15 rates in effect during the pay period and the corresponding number of hours
16 worked at each hourly rate, in violation of Labor Code § 226 and the IWC Wage
17 Orders § 7(A), such that the members of the Derivative Wage Statement Class
18 were misled by Defendants as to the correct information regarding various items,
19 including but not limited to total hours worked by the employee, net wages earned
20 and all applicable hourly rates in effect during the pay period and the
21 corresponding number of hours worked at each hourly rate.

22 96. The actual injuries suffered by the members of the Derivative Wage
23 Statement Class as a result of Defendants' knowing and intentional failure to
24 provide accurate records for the members of the Derivative Wage Statement Class
25 include but are not limited to:

- 26 a. Confusion over whether they received all wages owed them by
27 Defendants;
- 28 b. The difficulty and expense of attempting to reconstruct time and

1 pay records;

2 c. Being forced to engage in mathematical computations to analyze
3 whether Defendants' wages in fact compensated for all hours
4 worked;

5 d. The inability to accurately calculate wage rates complicated by the
6 fact that wage statement information required by Labor Code § 226
7 is missing;

8 e. That such practice prevents the members of the Derivative Wage
9 Statement Class from being able to effectively challenge
10 information on their wage statements; and/or

11 f. The difficulty and expense of filing and maintaining this lawsuit,
12 and the discovery required to collect and analyze the very
13 information that California law requires.

14 97. Under Labor Code § 226(e), the members of the Derivative Wage
15 Statement Class are entitled to \$50.00 per employee for the initial pay period in
16 which a violation hereunder occurs and \$100.00 per employee for each violation in
17 a subsequent pay period, not exceeding an aggregate penalty of \$4,000.00.

18 98. Under Labor Code § 226(g), the currently-employed members of the
19 Derivative Wage Statement Class are entitled to injunctive relief to ensure
20 Defendants' compliance with Labor Code § 226.

21 99. Under Labor Code §§ 226(e)/(g), the members of the Derivative
22 Wage Statement Class are also entitled to an award of costs and reasonable
23 attorneys' fees.

24 ///

25 ///

26 ///

27 ///

28 ///

SIXTH CAUSE OF ACTION
INDEPENDENT FAILURE TO TIMELY
FURNISH ACCURATE ITEMIZED WAGE STATEMENTS
(On Behalf of the Independent Wage Statement Class)
(Against All Defendants)

100. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

101. Labor Code § 226(a) states in pertinent part, “Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her 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 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of 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, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period...”

102. As a pattern and practice, in violation of Labor Code § 226(a),

Defendants did not and still do not furnish each of the members of the Independent Wage Statement Class with an accurate itemized statement in writing showing all applicable hourly rates in effect during the pay period.

103. Here, the members of Independent Wage Statement Class suffered injury because Defendants failed to provide accurate and complete information as required by one or more items listed in Labor Code § 226(a)(1)-(9) and the Independent Wage Statement Class members could not and cannot promptly and easily ascertain required information without reference to other documents or information.

104. In addition, the members of the Independent Wage Statement Class have suffered injury as a result of Defendants' failure to provide accurate records for the members of the Independent Wage Statement Class in that the members of the Independent Wage Statement Class were not timely provided written accurate itemized statements showing all required information, including but not limited to all applicable hourly rates in effect during the pay period, in violation of Labor Code § 226, such that the members of the Independent Wage Statement Class were misled by Defendants as to the correct information regarding various items, including but not limited to all applicable hourly rates in effect during the pay period.

105. The actual injuries suffered by the members of the Independent Wage Statement Class as a result of Defendants' knowing and intentional failure to provide accurate records for the members of the Independent Wage Statement Class include but are not limited to:

- a. That such practice prevents the members of the Independent Wage Statement Class from being able to effectively challenge information on their wage statements; and/or
- b. The difficulty and expense of filing and maintaining this lawsuit and the discovery required to collect and analyze the very

1 information that California law requires.

2 106. Under Labor Code § 226(e), the members of the Independent Wage
3 Statement Class are entitled to \$50.00 per employee for the initial pay period in
4 which a violation hereunder occurs and \$100.00 per employee for each violation in
5 a subsequent pay period, not exceeding an aggregate penalty of \$4,000.00.

6 107. Under Labor Code § 226(g), the currently-employed members of the
7 Independent Wage Statement Class are entitled to injunctive relief to ensure
8 Defendants' compliance with Labor Code § 226.

9 108. Under Labor Code §§ 226(e)/(g), the members of the Independent
10 Wage Statement Class are also entitled to an award of costs and reasonable
11 attorneys' fees.

12 **SEVENTH CAUSE OF ACTION**
13 **VIOLATIONS OF LABOR CODE §§ 201-202**
14 **(On Behalf of the LC 203 Class)**
15 **(Against All Defendants)**

16 109. Plaintiff incorporates by reference and realleges each and every one of
17 the allegations contained in the preceding and foregoing paragraphs of this
18 Complaint as if fully set forth herein.

19 110. Labor Code § 203 provides that if an employer willfully fails to pay,
20 without abatement or reduction, in accordance with Labor Code §§ 201 and 202,
21 any wages of an employee who is discharged or who quits, the wages of the
22 employee shall continue at the same rate, for up to 30 days from the due date
23 thereof, until paid or until an action therefor is commenced.

24 111. The members of the LC 203 Class are no longer employed by
25 Defendants as they were either discharged from or quit Defendants' employ.

26 112. Defendants had a consistent and uniform policy, practice, and
27 procedure of willfully failing to pay the earned wages of Defendants' former
28 employees, as set forth above, according to amendment or proof.

1 113. As set forth above, Defendants willfully failed to pay the members of
2 the LC 203 Class their entire wages due and owing at the time of their termination
3 or within seventy-two hours of their resignation and failed to pay those sums for up
4 to 30 days thereafter.

5 114. Defendants' willful failure to pay wages to the members of the LC
6 203 Class violates Labor Code § 203 because Defendants knew or should have
7 known wages were due to the members of the LC 203 Class, as set forth above, but
8 Defendants failed to pay them.

9 115. Thus, the members of the LC 203 Class are entitled to recovery under
10 Labor Code § 203.

11 **EIGHTH CAUSE OF ACTION**
12 **PENALTIES UNDER LABOR CODE § 2699**
13 **(On Behalf of the Aggrieved Employees)**
14 **(Against All Defendants)**

15 118. Plaintiff incorporates by reference and realleges each and every
16 one of the allegations contained in the preceding and foregoing paragraphs of this
17 Complaint as if fully set forth herein.

18 **A. FAILURE TO MAINTAIN TEMPERATURE PROVIDING**
19 **REASONABLE COMFORT**

20 119. Labor Code § 1198 requires an employer to comply with the
21 standard conditions of labor for California employees as set forth by the IWC
22 Wage Orders.

23 120. IWC Wage Orders § 15 states in pertinent part, "(A) The
24 temperature maintained in each work area shall provide reasonable comfort
25 consistent with industry-wide standards for nature of the process and the work
26 performed. (B) If excessive heat or humidity is created by the work process, the
27 employer shall take all feasible means to reduce excessive heat or humidity to a
28 degree providing reasonable comfort. Where the nature of the employment requires

1 a temperature of less than 60° F, a heated room shall be provided to which
2 employees may retire for warmth and such room shall be maintained at not less
3 than 68°. (C) A temperature of not less than 68° shall be maintained in the toilet
4 rooms, resting rooms, and change rooms during hours of use. (D) Federal and State
5 energy guidelines shall prevail over any conflicting provision of this section.”

6 121. Defendants, as a matter of established company policy and
7 procedure, at each and every one of the individual facilities owned and/or operated
8 by Defendants, during the relevant time period:

9 u. Administered a uniform company policy and practice as to the
10 temperature policies regarding Plaintiff and the other aggrieved
11 employees; and

12 v. Subjected Plaintiff and the other aggrieved employees to excessive
13 heat and/or humidity and/or excessive cold temperatures during
14 cold times of the year.

15 122. Defendants’ pattern, practice and uniform administration of
16 corporate policy regarding failure to provide reasonably comfortable temperatures
17 as described herein is unlawful and creates an entitlement to recovery by Plaintiff
18 and all other similarly situated aggrieved employees, in a civil action, to the extent
19 allowed by law.

20 **B. PENALTIES ASSESSED**

21 123. Under Labor Code § 2699(a) (which provides that any provision of
22 the Labor Code that provides for a civil penalty to be assessed and collected by the
23 LWDA, or any of its departments, divisions, commissions, board agencies or
24 employees, such civil penalties may, as an alternative, be recovered through a civil
25 action brought by an aggrieved employee on behalf of himself or herself and other
26 current or former employees) and Labor Code § 2699(f) (which establishes a civil
27 penalty for violations of all Labor Code provisions except those for which a civil
28 penalty is specifically provided), the aggrieved employees seek recovery of all

1 applicable civil penalties, as follows:

- 2 u. As applicable, for civil penalties under Labor Code § 2699(f), for
3 all violations of the Labor Code except for those for which a civil
4 penalty is specifically provided, in the amount of \$100 for each
5 aggrieved employee per pay period for the initial violation; and
6 \$200 for each aggrieved employee per pay period for each
7 subsequent violation;
- 8 v. As applicable, civil penalties under Labor Code § 558 (in addition
9 to and entirely independent and apart from any other penalty
10 provided in the Labor Code), for violations of Labor Code §§ 500-
11 556, in the amount of \$50 for each underpaid aggrieved employee
12 for each pay period the aggrieved employee was underpaid, and
13 \$100 for each subsequent violation for each underpaid employee
14 for each pay period for which the employee was underpaid;
- 15 w. As applicable, for civil penalties under Labor Code § 1197.1 (in
16 addition to and entirely independent and apart from any other
17 penalty provided in the Labor Code), for violations of Labor Code
18 §§ 1194 and 1197, in the amount of \$100 for each underpaid
19 aggrieved employee for each pay period the aggrieved employee
20 was intentionally underpaid, and \$250 for each subsequent
21 violation for each underpaid aggrieved employees regardless of
22 whether the initial violation was intentionally committed;
- 23 x. As applicable, for civil penalties under Labor Code § 210 (in
24 addition to and entirely independent and apart from any other
25 penalty provided in the Labor Code), for each employee who
26 is/was not paid wages in accordance with Labor Code §§ 204 and
27 204b in the amount of a civil penalty of \$100 for each aggrieved
28 employee per pay period for each initial violation, and \$200 for

each aggrieved employee per pay period for each subsequent violation;

- y. As applicable, for civil penalties under Labor Code § 226.3 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for each violation of Labor Code § 226(a), in the amount of \$250 for each aggrieved employee per pay period for each violation and \$1,000 for each aggrieved employee per pay period for each subsequent violation;
- z. As applicable, for any and all additional civil penalties and sums as provided by the Labor Code and/or other relevant statutes.

124. In addition, Plaintiff seeks and is entitled to 65% of all penalties obtained under Labor Code § 2699 to be allocated to the LWDA, for education of employers and employees about their rights and responsibilities under the Labor Code, and 35% to Plaintiff and all other similarly situated aggrieved employees.

125. Further, Plaintiff is entitled to recover reasonable attorneys' fees and costs under Labor Code §§ 2699(g)(1) and any other applicable statute.

126. Labor Code § 2699.3(a) states in pertinent part: "A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5 shall commence only after the following requirements have been met: (1) (A) The aggrieved employee or representative shall give written notice by online filing with the Labor and Workforce Development Agency and by certified mail to the employer of the specific provisions of this code alleged to have been violated, including the facts and theories to support the alleged violation."

127. Labor Code § 2699.3(c)(1) states in pertinent part: "A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision other than those listed in Section 2699.5 or Division 5 (commencing with Section 6300) shall commence only after the

1 following requirements have been met: (1) (A) The aggrieved employee or
2 representative shall give written notice by online filing with the Labor and
3 Workforce Development Agency and by certified mail to the employer of the
4 specific provisions of this code alleged to have been violated, including the facts
5 and theories to support the alleged violation.”

6 128. Here, Plaintiff’s civil action alleges violations of provisions listed
7 in Labor Code § 2699.5 and violations of provisions other than those listed in
8 Labor Code § 2699.5. As such, Labor Code § 2699.3(a) and § 2699.3(c) apply to
9 this action.

10 129. On March 15, 2024, Plaintiff complied with Labor Code §
11 2699.3(a) and Labor Code § 2699.3(c) in that Plaintiff gave written notice by
12 online filing with the LWDA and by certified mail to Defendants of the specific
13 provisions of the Labor Code alleged to have been violated, including the facts and
14 theories to support the alleged violations.

15 130. Labor Code § 2699.3(a) further states in pertinent part: “(2)(A)
16 The agency shall notify the employer and the aggrieved employee or representative
17 by certified mail that it does not intend to investigate the alleged violation within
18 60 calendar days of the postmark date of the notice received pursuant to paragraph
19 (1). Upon receipt of that notice or if no notice is provided within 65 calendar days
20 of the postmark date of the notice given pursuant to paragraph (1), the aggrieved
21 employee may commence a civil action pursuant to Section 2699.”

22 131. Since providing notice to the LWDA and Defendants of
23 Defendants’ violations, the LWDA has not notified Plaintiff of its intention to
24 investigate the alleged violations. As such, Plaintiff has complied with Labor
25 Code § 2699.3(a) and has been given authorization therefrom to commence a civil
26 action which includes a cause of action under Labor Code § 2699.

27 132. Further, as of August 26, 2025, Plaintiff has not received from
28 Defendants written notice by certified mail that the alleged violations have been

1 cured, including a description of actions taken. As such, Plaintiff has complied
2 with Labor Code § 2699.3(c) and has been given authorization therefrom to
3 commence a civil action which includes a cause of action under Labor Code §
4 2699.

5 **NINTH CAUSE OF ACTION**
6 **UNFAIR BUSINESS PRACTICES**
7 **(On Behalf of the 17200 Class)**
8 **(Against All Defendants)**

9 133. Plaintiff incorporates by reference and realleges each and every
10 one of the allegations contained in the preceding and foregoing paragraphs of this
11 Complaint as if fully set forth herein.

12 134. Business & Professions Code § 17200 provides, in pertinent part,
13 “unfair competition shall mean and include any unlawful, unfair or fraudulent
14 business act.”

15 135. Business & Professions Code § 17205 provides that unless
16 otherwise expressly provided, the remedies or penalties provided for unfair
17 competition “are cumulative to each other and to the remedies or penalties
18 available under all other laws of this state.”

19 136. Business & Professions Code § 17204 provides that an action for
20 any relief from unfair competition may be prosecuted by any person who has
21 suffered injury in fact and has lost money or property as a result of such unfair
22 competition.

23 137. Defendants have engaged in unlawful, unfair and fraudulent
24 business acts or practices prohibited by Business & Professions Code § 17200,
25 including those set forth in the preceding and foregoing paragraphs of the
26 complaint, thereby depriving the members of the 17200 Class of the minimum
27 working standards and conditions due to them under the Labor Code and/or the
28 IWC Wage Orders, as specifically described herein.

1 138. Defendants have engaged in unfair business practices in California
2 by practicing, employing and utilizing the employment practices outlined in the
3 preceding paragraphs, specifically, by requiring employees to perform the labor
4 services complained of herein without the requisite compensation.

5 139. Defendants' use of such practices constitutes an unfair business
6 practice and unfair competition and provides an unfair advantage over Defendants'
7 competitors.

8 140. Plaintiff has suffered injury in fact and has lost money or property
9 as a result of such unfair competition.

10 141. Plaintiff seeks full restitution from Defendants, as necessary and
11 according to proof, to restore any and all monies withheld, acquired, and/or
12 converted by Defendants by means of the unfair practices complained of herein.

13 142. Further, if Defendants are not enjoined from the conduct set forth
14 above, Defendants will continue to practice, employ, and utilize the employment
15 practices outlined in the preceding paragraphs.

16 143. Therefore, Plaintiff requests that the Court issue a preliminary and
17 permanent injunction prohibiting Defendants from engaging in the foregoing
18 conduct.

19 144. Plaintiff seeks the appointment of a receiver, as necessary, to
20 establish the total monetary relief sought from Defendants.

21 **VI.**

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff prays:

- 24 a. That the Court issue an Order certifying the Classes herein, appointing all
25 named Plaintiff(s) as representative of all others similarly situated, and
26 appointing all law firms representing all named Plaintiff(s) as counsel for
27 the members of the Classes;

28 ///

1 As to the First Cause of Action for Failure to Pay All Wages:

- 2 b. For recovery of the unpaid balance of the full amount of the straight time
3 compensation due and owing, according to proof;
4 c. For liquidated damages as authorized by Labor Code § 1194.2(a);
5 d. For recovery of the unpaid balance of the full amount of overtime
6 compensation due and owing, calculated at the appropriate rate and
7 according to proof;
8 e. For pre-judgment interest as allowed by Labor Code §§ 218.6 and
9 1194(a) and Civil Code § 3287;
10 f. For an award of reasonable attorneys' fees and costs under Labor Code
11 §§ 218.5 and/or 1194(a);

12 As to the Second Cause of Action for Failure to Pay Overtime Wages at the
13 Appropriate Overtime Pay Rate:

- 14 g. For damages, as set forth in Labor Code § 1194(a) and the IWC Wage
15 Order(s) regarding wages due and owing, according to proof;
16 h. For pre-judgment interest as allowed by Labor Code § 218.6, Labor Code
17 § 1194(a) and Civil Code § 3287;
18 i. For an award of reasonable attorneys' fees and costs under Labor Code §
19 218.5 and/or Labor Code § 1194(a);

20 As to the Third Cause of Action for Failure to Provide Meal Periods:

- 21 j. For one hour of pay at the regular rate of compensation for each member
22 of the Meal Period Class for each workday that a meal or rest period was
23 not provided;
24 k. For an award of reasonable attorneys' fees and costs under Labor Code §
25 218.5;
26 l. For pre-judgment interest as authorized by Labor Code § 218.6 and Civil
27 Code § 3287;

28 ///

1 As to the Fourth Cause of Action for Failure to Authorize and Permit Paid Rest

2 Periods:

- 3 m. For one hour of pay at the regular rate of compensation for each member
4 of the Rest Period Class for each workday that a meal or rest period was
5 not provided;
6 n. For an award of reasonable attorneys' fees and costs under Labor Code §
7 218.5;
8 o. For pre-judgment interest as authorized by Labor Code § 218.6 and Civil
9 Code § 3287;

10 As to the Fifth Cause of Action for Derivative Failure to Timely Furnish Accurate

11 Itemized Wage Statements:

- 12 p. For recovery as authorized by Labor Code § 226(e);
13 q. For an award of costs and reasonable attorneys' fees under Labor Code
14 §§ 226(e)/(g);

15 As to the Sixth Cause of Action for Independent Failure to Timely Furnish

16 Accurate Itemized Wage Statements

- 17 r. For recovery as authorized by Labor Code § 226(e);
18 s. For an award of costs and reasonable attorneys' fees under Labor Code
19 §§ 226(e)/(g);

20 As to the Seventh Cause of Action for Violations of Labor Code §§ 201-202:

- 21 t. For recovery as authorized by Labor Code § 203;

22 As to the Eighth Cause of Action for Penalties Under Labor Code § 2699:

- 23 u. As applicable, for civil penalties under Labor Code § 2699(f), in
24 addition to and entirely independent and apart from other penalties in
25 the Labor Code and for Labor Code violations without a specific civil
26 penalty, in the amount of \$100 for each aggrieved employee per pay
27 period for each violation, and \$200 for each aggrieved employee per
28 pay period for each subsequent violation;

- 1 v. As applicable, for civil penalties under Labor Code § 558, in addition to
2 and entirely independent and apart from other penalties in the Labor
3 Code, as follows:
- 4 i) For any initial violation, fifty dollars (\$50) for each aggrieved
5 underpaid employee for each pay period for which the employee
6 was underpaid; and
- 7 ii) For each subsequent violation, one hundred dollars (\$100) for each
8 aggrieved underpaid employee for each pay period for which the
9 employee was underpaid;
- 10 w. As applicable, for civil penalties under Labor Code § 1197.1, in
11 addition to and entirely independent and apart from other penalties in
12 the Labor Code, as follows:
- 13 i) For any initial violation that is intentionally committed, \$100 for
14 each aggrieved underpaid employee for each pay period for which
15 the employee was underpaid; and
- 16 ii) For each subsequent violation, regardless of whether the initial
17 violation is intentionally committed, \$250 for each aggrieved
18 underpaid employee for each pay period for which the employee
19 was underpaid;
- 20 x. As applicable, for civil penalties under Labor Code § 210, in addition to
21 and entirely independent and apart from other penalties in the Labor
22 Code, in the amount of \$100 for each aggrieved employee per pay
23 period for each violation, and \$200 for each aggrieved employee per
24 pay period for each subsequent violation;
- 25 y. As applicable, for civil penalties under Labor Code § 226.3, in addition
26 to and entirely independent and apart from other penalties in the Labor
27 Code, in the amount of \$250 for each aggrieved employee per pay
28 period for each violation, and \$1,000 for each aggrieved employee per

1 pay period for each subsequent violation;

2 z. As applicable, for reasonable attorneys' fees and costs incurred under
3 Labor Code § 2699(g)(1) and any other applicable statute; and

4 aa. For such relief as this Court may deem just and proper;

5 As to the Ninth Cause of Action for Unfair Business Practices:

6 bb. For an accounting, under administration of Plaintiff and/or the receiver
7 and subject to Court review, to determine the amount to be returned by Defendants,
8 and the amounts to be refunded to members of the Classes who are owed monies
9 by Defendants;

10 cc. For an Order requiring Defendants to identify each of the members of
11 the Classes by name, home address, home telephone number and, if available,
12 email address;

13 dd. For an Order requiring Defendants to make full restitution and payment
14 under California law;

15 ee. For an Order for a preliminary and/or permanent injunction prohibiting
16 Defendants from engaging in the acts complained of herein;

17 ff. For the creation of an administrative process wherein each injured
18 member of the Classes may submit a claim in order to receive his/her money;

19 gg. For all other appropriate injunctive, declaratory and equitable relief;

20 hh. For interest to the extent permitted by law;

21 ii. For an award of attorneys' fees and costs incurred in the investigation,
22 filing and prosecution of this action under Code of Civil Procedure § 1021.5,
23 Business & Professions Code §§ 17200, et seq., Labor Code § 1194 and/or any
24 other applicable provision of law;

25 As to All Causes of Action:

26 jj. For such relief as this Court may deem just and proper, including
27 reasonable attorneys' fees and costs incurred.

28 ///

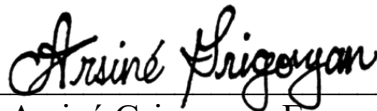
VII.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

Dated: August 29, 2025

D.LAW, INC.

By: 
Arsiné Grigoryan, Esq.

Attorneys for Plaintiff