



Client #70201

March 18, 2024

Via Online Filing to LWDA and Certified Mail to Defendants**Labor and Workforce Development Agency**

Online Filing

HABERFELDE FORD**JIM BURKE FORD LINCOLN**

c/o James Joseph Hay

2001 Oak Street

Bakersfield, CA 93301

Sent via Certified Mail and Return Receipt No. 9589 0710 5270 0410 5648 30

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

Our offices represent Plaintiff PASSION MORRIS (“Plaintiff”) and other aggrieved employees in a proposed lawsuit against Defendants HABERFELDE FORD (“Defendant Haberfelde Ford”) and JIM BURKE FORD LINCOLN (“Defendant Jim Burke Ford Lincoln”) (collectively, “Defendants”). Plaintiff was employed by Defendants in California from December of 2019 to October of 2020, as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks and payment of minimum and overtime wages due for all time worked. Defendants, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks. Further, Defendants failed to timely pay Plaintiff and other aggrieved employees for earned wages. Plaintiff further contends that Defendants failed to advise Plaintiff and the other aggrieved employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods when working on a commission and/or commission draw basis and failed to separately compensate Plaintiff and the other aggrieved employees for the non-productive time, including for their rest periods. *See Vaquero v. Stoneledge Furniture, LLC* (2017) 9 Cal. App. 5th 98, 110.

As a consequence, Plaintiff contends that Defendants failed to fully compensate her and other similarly situated and aggrieved employees, for all earned wages and failed to provide California-compliant meal and rest breaks and accurate wage statements. Accordingly, Plaintiff contends that Defendants’ conduct violated Labor Code sections §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, and applicable wage orders, and is therefore actionable pursuant to section 2698 *et seq.*

Plaintiff seeks to represent a group of aggrieved employees defined as all non-exempt,

commission-based and/or piece-rate based employees who worked for Defendant Haberfelde Ford and/or Defendant Jim Burke Ford Lincoln in California during the relevant claim period.

A true and correct copy of the proposed Complaint is attached hereto. The Complaint (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iv) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to the Plaintiff, and (v) sets forth the illegal practices used by Defendants, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendants are on notice that Plaintiff continues her investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendants as authorized by California Labor Code section 2695, *et seq.* The lawsuit consists of other aggrieved employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Act of 2004 on behalf of Plaintiff and all aggrieved California employees.

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shani O. Zakay', with a stylized flourish at the end.

Shani O. Zakay
Attorney for Plaintiff

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

HABERFELDE FORD, a California corporation;
"Additional Parties Attachment form is attached."

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

PASSION MORRIS, individually, and on behalf of other members of
the general public similarly situated;

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
2/16/2023

Kern County Superior Court
By Vanessa Castro, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Superior Court of the State of California

County of Kern-Metropolitan Division
1415 Truxtun Avenue, Bakersfield, California 93301

CASE NUMBER:
(Número del Caso):

BCV-23-100471

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Edwin Aiwazian, 410 Arden Avenue, Suite 203, Glendale, CA 91203; Telephone (818) 265-1020

DATE:
(Fecha) 2/16/2023

TAMARAH HARBER-PICKENS

Clerk, by
(Secretario)

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)	☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation)	☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership)	☐ CCP 416.90 (authorized person)
☐ other (specify):	
4. ☐ by personal delivery on (date):

SHORT TITLE: Morris vs. Haberfelde Ford, et al.	CASE NUMBER: BCV-23-100471
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INSTRUCTIONS FOR USE

- ➔ This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- ➔ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff
 ☒ Defendant
 ☐ Cross-Complainant
 ☐ Cross-Defendant

JIM BURKE FORD LINCOLN, an unknown business entity; and DOES 1 through 100, inclusive,

Edwin Aiwarzian (SBN 232943)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

PASSION MORRIS, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

HABERFELDE FORD, a California
corporation; JIM BURKE FORD LINCOLN,
an unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: BCV-23-100471

**CLASS ACTION COMPLAINT FOR
DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff PASSION MORRIS (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Kern. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Kern. At all relevant times, Defendants maintained their headquarters/“nerve center” within the State of California, County of Kern.

PARTIES

5. Plaintiff PASSION MORRIS is an individual residing in the State of California, County of Kern.

6. Defendant HABERFELDE FORD, at all times herein mentioned, was and is, upon information and belief, a California corporation and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Kern.

7. Defendant JIM BURKE FORD LINCOLN, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Kern.

8. At all relevant times, Defendant HABERFELDE FORD and Defendant JIM BURKE FORD LINCOLN were the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

9. At all times herein relevant, Defendants HABERFELDE FORD, JIM BURKE FORD LINCOLN, and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

10. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

11. Defendant HABERFELDE FORD, JIM BURKE FORD LINCOLN, and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

12. Plaintiff further alleges that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of

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Plaintiff and the other class members so as to make each of said Defendants employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

13. Plaintiff bring this action on her own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

14. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from four years preceding the filing of this Complaint to final judgment and who reside in California.

Subclass A: All class members who received overtime compensation at a rate lower than their respective regular rate of pay because Defendants failed to include all shift differential pay/commissions/non-discretionary bonuses/non-discretionary performance pay in the calculation of the regular rate of pay for overtime pay purposes.

Subclass B: All class members who were required by Defendants to stay on Defendants' premises for rest breaks.

Subclass C: All class members who were required by Defendants to perform health and safety checks related to COVID-19 off-the-clock.

15. Plaintiff reserves the right to establish additional subclasses as appropriate.

16. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

- 1 b. Typicality: Plaintiff's claims are typical of all other class members' as
2 demonstrated herein. Plaintiff will fairly and adequately protect the
3 interests of the other class members with whom she has a well-defined
4 community of interest.
- 5 c. Adequacy: Plaintiff will fairly and adequately protect the interests of
6 each class member, with whom she has a well-defined community of
7 interest and typicality of claims, as demonstrated herein. Plaintiff has no
8 interest that is antagonistic to the other class members. Plaintiff's
9 attorneys, the proposed class counsel, are versed in the rules governing
10 class action discovery, certification, and settlement. Plaintiff has
11 incurred, and during the pendency of this action will continue to incur,
12 costs and attorneys' fees, that have been, are, and will be necessarily
13 expended for the prosecution of this action for the substantial benefit of
14 each class member.
- 15 d. Superiority: A class action is superior to other available methods for the
16 fair and efficient adjudication of this litigation because individual joinder
17 of all class members is impractical.
- 18 e. Public Policy Considerations: Certification of this lawsuit as a class
19 action will advance public policy objectives. Employers of this great
20 state violate employment and labor laws every day. Current employees
21 are often afraid to assert their rights out of fear of direct or indirect
22 retaliation. However, class actions provide the class members who are
23 not named in the complaint anonymity that allows for the vindication of
24 their rights.

25 17. There are common questions of law and fact as to the class members that
26 predominate over questions affecting only individual members. The following common
27 questions of law or fact, among others, exist as to the members of the class:

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- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- d. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;

- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

18. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Kern.

19. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee, from approximately December 2019 to approximately October 2020, in the State of California, County of Kern.

20. Defendants hired Plaintiff and the other class members, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed meal periods and/or rest breaks.

21. Defendants had the authority to hire and terminate Plaintiff and the other class members, to set work rules and conditions governing Plaintiff's and the other class members' employment, and to supervise their daily employment activities.

22. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff and the other class members.

23. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members.

24. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

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1 25. Plaintiff and the other class members worked over eight (8) hours in a day,
2 and/or forty (40) hours in a week during their employment with Defendants.

3 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
5 employees within the State of California. This pattern and practice involved, *inter alia*, failing
6 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest
7 breaks in violation of California law.

8 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knew or should have known that Plaintiff and the other class members were entitled to receive
10 certain wages for overtime compensation and that they were not receiving accurate overtime
11 compensation for all overtime hours worked.

12 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 failed to use the shift differential pay/commissions/non-discretionary bonuses/non-discretionary
14 performance pay to calculate the regular rate of pay used to calculate the overtime rate for the
15 payment of overtime wages where Plaintiff and the other class members earned shift differential
16 pay/commissions/non-discretionary bonuses/non-discretionary performance pay and overtime
17 wages in the same workweek.

18 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 failed to provide Plaintiff and the other class members all required rest and meal periods during
20 the relevant time period as required under the Industrial Welfare Commission Wage Orders
21 and thus they are entitled to any and all applicable penalties.

22 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Plaintiff and the other class members were entitled to receive
24 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class
25 member's regular rate of pay when a meal period was missed, and they did not receive all meal
26 periods or payment of one additional hour of pay at Plaintiff's and the other class member's
27 regular rate of pay when a meal period was missed.

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1 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other class members were entitled to receive
3 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class
4 member's regular rate of pay when a rest period was missed, and they did not receive all rest
5 periods or payment of one additional hour of pay at Plaintiff's and the other class members'
6 regular rate of pay when a rest period was missed.

7 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 required Plaintiff and the other class members to remain on Defendants' premises during
9 purported rest periods, thereby failing to relieve them of all employer control.

10 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 knew or should have known that Plaintiff and the other class members were entitled to receive
12 at least minimum wages for compensation and that they were not receiving at least minimum
13 wages for all hours worked.

14 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 required Plaintiff and the other class members to perform health and safety checks related to
16 COVID-19 off-the-clock.

17 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 knew or should have known that Plaintiff and the other class members were entitled to receive
19 all wages owed to them upon discharge or resignation, including overtime and minimum wages
20 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to
21 them at the time of their discharge or resignation.

22 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Plaintiff and the other class members were entitled to receive
24 all wages owed to them during their employment. Plaintiff and the other class members did
25 not receive payment of all wages, including overtime and minimum wages and meal and rest
26 period premiums, within any time permissible under California Labor Code section 204.

27 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 knew or should have known that Plaintiff and the other class members were entitled to receive

1 complete and accurate wage statements in accordance with California law, but, in fact, they did
2 not receive complete and accurate wage statements from Defendants. The deficiencies
3 included, *inter alia*, the failure to include the total number of hours worked by Plaintiff and the
4 other class members.

5 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knew or should have known that Defendants had to keep complete and accurate payroll records
7 for Plaintiff and the other class members in accordance with California law, but, in fact, did
8 not keep complete and accurate payroll records.

9 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knew or should have known that Plaintiff and the other class members were entitled to
11 reimbursement for necessary business-related expenses.

12 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knew or should have known that they had a duty to compensate Plaintiff and the other class
14 members pursuant to California law, and that Defendants had the financial ability to pay such
15 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
16 represented to Plaintiff and the other class members that they were properly denied wages, all
17 in order to increase Defendants' profits.

18 41. During the relevant time period, Defendants failed to pay overtime wages to
19 Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other
20 class members were required to work more than eight (8) hours per day and/or forty (40) hours
21 per week without overtime compensation for all overtime hours worked.

22 42. During the relevant time period, Defendants failed to provide all requisite
23 uninterrupted meal and rest periods to Plaintiff and the other class members.

24 43. During the relevant time period, Defendants required Plaintiff and the other class
25 members to remain on Defendants' premises during purported rest periods, thereby failing to
26 relieve them of all employer control.

27 44. During the relevant time period, Defendants failed to pay Plaintiff and the other
28 class members at least minimum wages for all hours worked.

1 45. During the relevant time period, Defendants required Plaintiff and the other class
2 members to perform health and safety checks related to COVID-19 off-the-clock.

3 46. During the relevant time period, Defendants failed to use the shift differential
4 pay/commissions/non-discretionary bonuses/non-discretionary performance pay to calculate the
5 regular rate of pay used to calculate the overtime rate for the payment of overtime wages where
6 Plaintiff and the other class members earned shift differential pay/commissions/non-
7 discretionary bonuses/non-discretionary performance pay and overtime wages in the same
8 workweek.

9 47. During the relevant time period, Defendants failed to pay Plaintiff and the other
10 class members all wages owed to them upon discharge or resignation.

11 48. During the relevant time period, Defendants failed to pay Plaintiff and the other
12 class members all wages within any time permissible under California law, including, *inter*
13 *alia*, California Labor Code section 204.

14 49. During the relevant time period, Defendants failed to provide complete or
15 accurate wage statements to Plaintiff and the other class members.

16 50. During the relevant time period, Defendants failed to keep complete or accurate
17 payroll records for Plaintiff and the other class members.

18 51. During the relevant time period, Defendants failed to reimburse Plaintiff and the
19 other class members for all necessary business-related expenses and costs.

20 52. During the relevant time period, Defendants failed to properly compensate
21 Plaintiff and the other class members pursuant to California law in order to increase
22 Defendants' profits.

23 53. California Labor Code section 218 states that nothing in Article 1 of the Labor
24 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty
25 due to him [or her] under this article."

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FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against HABERFELDE FORD, JIM BURKE FORD LINCOLN,

and DOES 1 through 100)

54. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 53, and each and every part thereof with the same force and effect as though fully set forth herein.

55. California Labor Code section 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

56. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

57. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

58. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

59. During the relevant time period, Plaintiff and the other class members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

60. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and the other class members.

61. Defendants' failure to pay Plaintiff and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

62. Pursuant to California Labor Code section 1194, Plaintiff and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

**(Against HABERFELDE FORD, JIM BURKE FORD LINCOLN,
and DOES 1 through 100)**

63. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 62, and each and every part thereof with the same force and effect as though fully set forth herein.

64. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other class members' employment by Defendants.

65. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

66. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

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67. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

68. During the relevant time period, Plaintiff and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

69. During the relevant time period, Plaintiff and the other class members who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

70. During the relevant time period, Defendants intentionally and willfully required Plaintiff and the other class members to work during meal periods and failed to compensate Plaintiff and the other class members the full meal period premium for work performed during meal periods.

71. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

72. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

73. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one

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1 additional hour of pay at the employee's regular rate of compensation for each work day that
2 the meal or rest period is not provided.

3 **THIRD CAUSE OF ACTION**

4 **(Violation of California Labor Code § 226.7)**

5 **(Against HABERFELDE FORD, JIM BURKE FORD LINCOLN,**
6 **and DOES 1 through 100)**

7 74. Plaintiff incorporates by reference the allegations contained in paragraphs 1
8 through 73, and each and every part thereof with the same force and effect as though fully set
9 forth herein.

10 75. At all times herein set forth, the applicable IWC Wage Order and California
11 Labor Code section 226.7 were applicable to Plaintiff's and the other class members'
12 employment by Defendants.

13 76. At all relevant times, California Labor Code section 226.7 provides that no
14 employer shall require an employee to work during any rest period mandated by an applicable
15 order of the California IWC.

16 77. At all relevant times, the applicable IWC Wage Order provides that "[e]very
17 employer shall authorize and permit all employees to take rest periods, which insofar as
18 practicable shall be in the middle of each work period" and that the "rest period time shall be
19 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
20 hours or major fraction thereof" unless the total daily work time is less than three and one-half
21 (3 ½) hours.

22 78. During the relevant time period, Defendants required Plaintiff and other class
23 members to work four (4) or more hours without authorizing or permitting a ten (10) minute
24 rest period per each four (4) hour period worked.

25 79. During the relevant time period, Defendants willfully required Plaintiff and the
26 other class members to work during rest periods and failed to pay Plaintiff and the other class
27 members the full rest period premium for work performed during rest periods.

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80. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

81. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

82. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against HABERFELDE FORD, JIM BURKE FORD LINCOLN,

and DOES 1 through 100)

83. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 82, and each and every part thereof with the same force and effect as though fully set forth herein.

84. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

85. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

86. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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88. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

(Violation of California Labor Code §§ 201 and 202)

89. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 88, and each and every part thereof with the same force and effect as though fully set forth herein.

90. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

91. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

92. Defendants' failure to pay Plaintiff and the other class members who are no longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

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

94. Plaintiff and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

**(Against HABERFELDE FORD, JIM BURKE FORD LINCOLN,
and DOES 1 through 100)**

95. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 94, and each and every part thereof with the same force and effect as though fully set forth herein.

96. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

97. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

98. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

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1 99. During the relevant time period, Defendants intentionally and willfully failed to
2 pay Plaintiff and the other class members all wages due to them, within any time period
3 permissible under California Labor Code section 204.

4 100. Plaintiff and the other class members are entitled to recover all remedies
5 available for violations of California Labor Code section 204.

6 **SEVENTH CAUSE OF ACTION**

7 **(Violation of California Labor Code § 226(a))**

8 **(Against HABERFELDE FORD, JIM BURKE FORD LINCOLN,**
9 **and DOES 1 through 100)**

10 101. Plaintiff incorporates by reference the allegations contained in paragraphs 1
11 through 100, and each and every part thereof with the same force and effect as though fully set
12 forth herein.

13 102. At all material times set forth herein, California Labor Code section 226(a)
14 provides that every employer shall furnish each of his or her employees an accurate itemized
15 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
16 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
17 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
18 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
19 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
20 his or her social security number, (8) the name and address of the legal entity that is the
21 employer, and (9) all applicable hourly rates in effect during the pay period and the
22 corresponding number of hours worked at each hourly rate by the employee. The deductions
23 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
24 showing the month, day, and year, and a copy of the statement or a record of the deductions
25 shall be kept on file by the employer for at least three years at the place of employment or at a
26 central location within the State of California.

27 103. Defendants have intentionally and willfully failed to provide Plaintiff and the
28 other class members with complete and accurate wage statements. The deficiencies include,

1 but are not limited to: the failure to include the total number of hours worked by Plaintiff and
2 the other class members.

3 104. As a result of Defendants' violation of California Labor Code section 226(a),
4 Plaintiff and the other class members have suffered injury and damage to their statutorily-
5 protected rights.

6 105. More specifically, Plaintiff and the other class members have been injured by
7 Defendants' intentional and willful violation of California Labor Code section 226(a) because
8 they were denied both their legal right to receive, and their protected interest in receiving,
9 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

10 106. Plaintiff and the other class members are entitled to recover from Defendants the
11 greater of their actual damages caused by Defendants' failure to comply with California Labor
12 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
13 employee.

14 107. Plaintiff and the other class members are also entitled to injunctive relief to
15 ensure compliance with this section, pursuant to California Labor Code section 226(h).

16 **EIGHTH CAUSE OF ACTION**

17 **(Violation of California Labor Code § 1174(d))**

18 **(Against HABERFELDE FORD, JIM BURKE FORD LINCOLN, and DOES 1 through**
19 **100)**

20 108. Plaintiff incorporates by reference the allegations contained in paragraphs 1
21 through 107, and each and every part thereof with the same force and effect as though fully set
22 forth herein.

23 109. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
24 central location in the state or at the plants or establishments at which employees are
25 employed, payroll records showing the hours worked daily by and the wages paid to, and the
26 number of piece-rate units earned by and any applicable piece rate paid to, employees
27 employed at the respective plants or establishments. These records shall be kept in accordance

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1 with rules established for this purpose by the commission, but in any case shall be kept on file
2 for not less than two years.

3 110. Defendants have intentionally and willfully failed to keep accurate and complete
4 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other
5 class members.

6 111. As a result of Defendants' violation of California Labor Code section 1174(d),
7 Plaintiff and the other class members have suffered injury and damage to their statutorily-
8 protected rights.

9 112. More specifically, Plaintiff and the other class members have been injured by
10 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
11 they were denied both their legal right and protected interest, in having available, accurate and
12 complete payroll records pursuant to California Labor Code section 1174(d).

13 **NINTH CAUSE OF ACTION**

14 **(Violation of California Labor Code §§ 2800 and 2802)**

15 **(Against HABERFELDE FORD, JIM BURKE FORD LINCOLN,**

16 **and DOES 1 through 100)**

17 113. Plaintiff incorporates by reference the allegations contained in paragraphs 1
18 through 112, and each and every part thereof with the same force and effect as though fully set
19 forth herein.

20 114. Pursuant to California Labor Code sections 2800 and 2802, an employer must
21 reimburse its employee for all necessary expenditures incurred by the employee in direct
22 consequence of the discharge of his or her job duties or in direct consequence of his or her
23 obedience to the directions of the employer.

24 115. Plaintiff and the other class members incurred necessary business-related
25 expenses and costs that were not fully reimbursed by Defendants.

26 116. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
27 other class members for all necessary business-related expenses and costs.

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117. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against HABERFELDE FORD, JIM BURKE FORD LINCOLN,

and DOES 1 through 100)

118. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 117, and each and every part thereof with the same force and effect as though fully set forth herein.

119. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

120. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

121. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the other class members violate

California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

122. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

123. Plaintiff and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

124. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years preceding the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other members of the general public similarly situated, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of other members of the general public similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

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As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

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

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

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

13. For premium wages pursuant to California Labor Code section 226.7(c);

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

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

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As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

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

20. For premium wages pursuant to California Labor Code section 226.7(c);

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

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

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

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

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

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

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

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the other class members;

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

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

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

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

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

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

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

49. For actual, consequential and incidental losses and damages, according to proof;

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

52. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

1 54. For restitution of unpaid wages to Plaintiff and all the other class members and
2 all pre-judgment interest from the day such amounts were due and payable;

3 55. For the appointment of a receiver to receive, manage and distribute any and all
4 funds disgorged from Defendants and determined to have been wrongfully acquired by
5 Defendants as a result of violation of California Business and Professions Code sections
6 17200, et seq.;

7 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
8 California Code of Civil Procedure section 1021.5;

9 57. For injunctive relief to ensure compliance with this section, pursuant to
10 California Business and Professions Code sections 17200, et seq.; and

11 58. For such other and further relief as the Court may deem just and proper.

12 Dated: February 14, 2023

LAWYERS for JUSTICE, PC

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14 By: _____


Edwin Aiwanian
Attorneys for Plaintiff