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FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

JUN 01 2020

BY *[Signature]*  
NATHANIEL JOHNSON, DEPUTY

BY FAX

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

BRANDON MUNOZ, individually, and on  
behalf of other aggrieved employees pursuant to  
the California Private Attorneys General Act;

Plaintiff,

vs.

GREEN KEY SOLUTIONS, LLC; INLAND  
EMPIRE HEALTH PLAN; and DOES 1  
through 50, inclusive,

Defendants.

Case No. **CIV DS 2012306**

**INDIVIDUAL AND PRIVATE  
ATTORNEY GENERAL ACTION  
COMPLAINT**

- (1) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (2) Violation of California Labor Code § 201 (Failure to Pay Wages Upon Termination);
- (3) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (4) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (5) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (6) Violation of California Business & Professions Code §§ 17200, et seq. (Unfair Business Practices); and
- (7) Private Attorney General Act, Labor Code § 2699, et seq.

**DEMAND FOR JURY TRIAL**

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1 Plaintiff Brandon Munoz ("Plaintiff"), individually, and on behalf of other aggrieved  
2 employees pursuant to the California Private Attorneys General Act ("PAGA"), alleges as  
3 follows:

4 **JURISDICTION AND VENUE**

5 1. This Court has personal jurisdiction over GREEN KEY SOLUTIONS, LLC;  
6 INLAND EMPIRE HEALTH PLAN; and DOES 1 through 50, inclusive (collectively  
7 "DEFENDANTS") because, on information and belief, DEFENDANTS are citizens of  
8 California, have sufficient minimum contacts in California, or otherwise intentionally avail  
9 themselves of the California market so as to render the exercise of jurisdiction over them by the  
10 California courts consistent with traditional notions of fair play and substantial justice.

11 2. Venue is proper in this Court because, upon information and belief,  
12 DEFENDANTS maintains offices, have agents, and/or transact business in the State of  
13 California, County of San Bernardino.

14 **PARTIES**

15 3. PLAINTIFF BRANDON MUNOZ is an individual residing in the State of  
16 California, the County of San Bernardino and was employed by DEFENDANTS, since on or  
17 about January 2019 as a non-exempt hourly employee, until February 2019.

18 4. PRIVATE ATTORNEY GENERAL ACT PLAINTIFFS ("PAGA  
19 PLAINTIFFS") include all employees currently and formerly employed by DEFENDANTS in  
20 the state of California.

21 5. PLAINTIFF and PAGA PLAINTIFFS are informed and believe that  
22 DEFENDANT GREEN KEY SOLUTIONS, LLC was and is a New York, limited liability  
23 company, authorized to do business and doing business in the State of California. Thus,  
24 DEFENDANT GREEN KEY SOLUTIONS, LLC is subject to the applicable laws as alleged in  
25 this action.

26 6. PLAINTIFF and PAGA PLAINTIFFS are informed and believe that  
27 DEFENDANT INLAND EMPIRE HEALTH PLAN was and is a business entity of unknown  
28 form, authorized to do business and doing business in the State of California. Thus,

1 DEFENDANT INLAND EMPIRE HEALTH PLAN is subject to the applicable laws as alleged  
2 in this action.

3 7. At all times relevant herein, DEFENDANTS employed more than five (5)  
4 employees within the meaning of California Government Code section 12926(d).

5 8. PLAINTIFF and PAGA PLAINTIFFS are ignorant of the true names and  
6 capacities of the DOE DEFENDANTS, DOES 1 through 50, inclusive, and therefore sue them  
7 by fictitious names. PLAINTIFF and PAGA PLAINTIFFS will amend this Complaint to allege  
8 the true names and capacities of the Doe Defendants when ascertained. PLAINTIFF and PAGA  
9 PLAINTIFFS are informed and believe, and thereon allege, that each of these fictitiously named  
10 DEFENDANTS is responsible in some manner for the occurrences alleged herein. PLAINTIFF  
11 and PAGA PLAINTIFFS are further informed and believe, and allege thereon, that at all times  
12 relevant, Doe Defendants have held executive positions with DEFENDANTS, and/or have acted  
13 on behalf of DEFENDANTS by exercising decision-making responsibility for and by  
14 establishing unlawful wage and hour practices or policies for DEFENDANTS.

15 9. At all times herein mentioned, each of the DEFENDANTS were acting as the  
16 employer, principal, agents and/or employees, and/or in another such employment capacity, of  
17 each of the remaining DEFENDANTS, and were, at all times herein mentioned, acting within the  
18 scope of said agency and employment, except where alleged or contended otherwise

19 10. At all times herein mentioned, DEFENDANTS ratified each and every act or  
20 omission complained of herein.

21 11. PLAINTIFF and PAGA PLAINTIFFS further allege that DEFENDANTS  
22 controlled or affected the working conditions, wages, working hours, and conditions of  
23 employment of PLAINTIFF and of PAGA PLAINTIFFS so as to make each of said  
24 DEFENDANT employers liable under the statutory provisions alleged herein.

25 **FACTUAL ALLEGATIONS**

26 12. At all relevant times set forth herein, DEFENDANTS employed PLAINTIFF and  
27 PAGA PLAINTIFFS within the State of California, including, but not limited to the County of  
28 San Bernardino, and other counties within the state of California.

13. DEFENDANTS, jointly and severally, employed PLAINTIFF MUNOZ from approximately January 2019 to approximately February, 2019, in the State of California, County of San Bernardino.

14. During the course of his employment, PLAINTIFF was assigned to various duties by supervisor(s), including but not limited to, handling customer service, patient inquiries for DEFENDANTS.

15. DEFENDANTS had the authority to hire and terminate PLAINTIFF to set work rules and conditions governing PLAINTIFF's employment, and to supervise his daily employment activities.

16. DEFENDANTS directly hired and paid wages and benefits to PLAINTIFF and PAGA PLAINTIFFS.

17. DEFENDANTS failed to compensate PLAINTIFF and PAGA PLAINTIFFS for all hours worked, missed, short, late, and interrupted meal periods and rest breaks.

18. DEFENDANTS had the authority to hire and terminate PLAINTIFF and PAGA PLAINTIFFS, to set work rules and conditions governing PLAINTIFF and PAGA PLAINTIFFS' employment, and to supervise their daily employment activities. DEFENDANTS exercised sufficient authority over the terms and conditions of PLAINTIFF and PAGA PLAINTIFFS' employment. PLAINTIFF and PAGA PLAINTIFFS worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with DEFENDANTS.

19. PLAINTIFF and PAGA PLAINTIFFS are informed and believe, and based thereon allege, that DEFENDANTS engaged in a policy of wage abuse involving, *inter alia*, failing to pay PLAINTIFF and PAGA PLAINTIFFS for all hours worked, missed, short, late, and interrupted meal periods and rest breaks in violation of California law.

20. PLAINTIFF and PAGA PLAINTIFFS are informed and believe, and based thereon allege, that at all material times set forth herein, DEFENDANTS were advised by skilled lawyers and other professionals, employees, and advisors knowledgeable about California and federal labor and wage law and employment and personnel practices, and about the requirements of California and federal law.

1           21. PLAINTIFF and PAGA PLAINTIFFS are informed and believe, and based  
2 thereon allege, that DEFENDANTS knew or should have known that PLAINTIFF and PAGA  
3 PLAINTIFFS were entitled to receive certain wages for overtime and double time compensation  
4 and that they were not receiving wages for overtime and double time compensation.

5           22. PLAINTIFF and PAGA PLAINTIFFS are informed and believe, and based  
6 thereon allege, that DEFENDANTS failed to provide PLAINTIFF and PAGA PLAINTIFFS the  
7 required rest and meal periods during the relevant time period as required under the Industrial  
8 Welfare Commission Wage Orders and thus they are entitled to any and all applicable penalties.

9           23. PLAINTIFF and PAGA PLAINTIFFS are informed and believe, and based  
10 thereon allege, that DEFENDANTS knew or should have known that PLAINTIFF and PAGA  
11 PLAINTIFFS were entitled to receive all meal periods or payment of one additional hour of pay  
12 at PLAINTIFF's regular rate of pay when a meal period was missed, and that they did not  
13 receive all meal periods or payment of one additional hour of pay at PLAINTIFF and PAGA  
14 PLAINTIFFS' regular rate of pay when a meal period was missed.

15           24. PLAINTIFF and PAGA PLAINTIFFS are informed and believe, and based  
16 thereon allege, that DEFENDANTS knew or should have known that PLAINTIFF and PAGA  
17 PLAINTIFFS were entitled to receive all rest periods or payment of one additional hour of pay at  
18 PLAINTIFF and PAGA PLAINTIFFS' regular rate of pay when a rest period was missed, and  
19 that they did not receive all rest periods or payment of one additional hour of pay at PLAINTIFF  
20 and PAGA PLAINTIFFS' regular rate of pay when a rest period was missed.

21           25. PLAINTIFF and PAGA PLAINTIFFS are informed and believe, and based  
22 thereon allege, that DEFENDANTS knew or should have known that PLAINTIFF and PAGA  
23 PLAINTIFFS were entitled to receive all wages owed to them upon discharge, including  
24 overtime, double time, minimum wages, meal and rest period premiums, and PLAINTIFF and  
25 PAGA PLAINTIFFS did not, in fact, receive all such wages owed at the termination of the  
26 employment relationship.

27           26. PLAINTIFF and PAGA PLAINTIFFS are informed and believe, and based  
28 thereon allege, that DEFENDANTS knew or should have known that PLAINTIFF and PAGA

1 PLAINTIFFS were entitled to receive all wages owed to them during their employment.  
2 PLAINTIFF and PAGA PLAINTIFFS did not receive payment of all wages, including overtime,  
3 double time, and minimum wages and meal and rest period premiums, within any time  
4 permissible under California Labor Code section 204.

5 27. PLAINTIFF and PAGA PLAINTIFFS are informed and believe, and based  
6 thereon allege, that DEFENDANTS knew or should have known that PLAINTIFF and PAGA  
7 PLAINTIFFS were entitled to receive complete and accurate wage statements in accordance with  
8 California law, however they did not receive complete and accurate wage statements from  
9 DEFENDANTS. The deficiencies included, *inter alia*, the failure to include the total number of  
10 hours worked by PLAINTIFF and PAGA PLAINTIFFS.

11 28. PLAINTIFF and PAGA PLAINTIFFS are informed and believe, and based  
12 thereon allege, that DEFENDANTS knew or should have known that DEFENDANTS had to  
13 keep complete and accurate payroll records for PLAINTIFF and PAGA PLAINTIFFS in  
14 accordance with California law, but, in fact, did not keep complete and accurate payroll records.

15 29. PLAINTIFF and PAGA PLAINTIFFS are informed and believe, and based  
16 thereon allege, that DEFENDANTS knew or should have known that PLAINTIFF and PAGA  
17 PLAINTIFFS were entitled to reimbursement for necessary business-related expenses.

18 30. PLAINTIFF and PAGA PLAINTIFFS are informed and believe, and based  
19 thereon allege, that PLAINTIFF and PAGA PLAINTIFFS were not informed of their right to  
20 take, nor were they authorized and permitted to take 10-minute rest breaks or 30-minute meal  
21 periods within the first five hours of their shift/s because of work demands. PLAINTIFF and  
22 PAGA PLAINTIFFS were not compensated for not being provided 10-minute rest breaks for  
23 each four hours of work or major fraction thereof or for not being provided with 30-minute meal  
24 periods within the first five hours of their shift/s.

25 31. PLAINTIFF and PAGA PLAINTIFFS are informed and believe, and based  
26 thereon allege, PLAINTIFF and PAGA PLAINTIFFS were not paid overtime for all hours  
27 worked in excess of 8 hours in a day/40 hours in a week regardless of how many hours they  
28 worked in a day or a week. DEFENDANTS failed to pay overtime for all hours worked over 8

1 hours in a day/40 hours in a week in violation of California's statutory requirements.

2 32. PLAINTIFF and PAGA PLAINTIFFS are informed and believe, and based  
3 thereon allege, DEFENDANTS wage statements listed the incorrect rates of pay as PLAINTIFF  
4 and PAGA PLAINTIFFS were not paid overtime for all hours worked in excess of 8 in a day/40  
5 hours in a week. Thus, the total earnings and the number of hours listed on PLAINTIFF and  
6 PAGA PLAINTIFF's pay stubs are incorrect as they do not include the overtime hours worked  
7 in the pay that PLAINTIFF and PAGA PLAINTIFFS should have received. The number of  
8 hours that PLAINTIFF and PAGA PLAINTIFFS actually spent working for DEFENDANTS'  
9 that is listed on the wage statement/s is also incorrect because of DEFENDANTS' failure to  
10 record and compensate PLAINTIFF and PAGA PLAINTIFFS for all the time that they were  
11 under the employer's control pursuant to DEFENDANTS' illegal rounding policy.

12 33. PLAINTIFF and PAGA PLAINTIFFS are informed and believe, and based  
13 thereon allege, DEFENDANTS' did not provide PLAINTIFF and PAGA PLAINTIFFS with  
14 itemized wage statement that listed the correct number of hours worked. PLAINTIFF and  
15 PAGA PLAINTIFFS' wage statements also did not list the correct number of hours worked due  
16 to the uncompensated time that spent working during their meal periods and unpaid time due to  
17 COMPANY's rounding practices and policies. PLAINTIFF and PAGA PLAINTIFFS' wage  
18 statements also failed to list all applicable hourly rates in effect during the pay period and the  
19 corresponding number of hours worked at each hourly rate because of DEFENDANTS' failure  
20 to pay overtime.

21 34. PLAINTIFF and PAGA PLAINTIFFS are informed and believe, and based  
22 thereon allege, that DEFENDANTS knew or should have known that they had a duty to  
23 compensate PLAINTIFF and PAGA PLAINTIFFS pursuant to California law, and that  
24 DEFENDANTS had the financial ability to pay such compensation, but willfully, knowingly,  
25 and intentionally failed to do so, and falsely represented to PLAINTIFF and PAGA  
26 PLAINTIFFS that they were being paid all wages, all in order to increase DEFENDANTS'  
27 profits.

28 35. California Labor Code section 218 states that nothing in Article 1 of the Labor

1 Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due  
2 to him [or her] under this article.”

3 **PAGA ALLEGATIONS**

4 36. At all relevant times set forth herein, PAGA was applicable to PLAINTIFF’s  
5 employment by DEFENDANTS

6 37. At all times set forth herein, PAGA provides for a civil penalty, including unpaid  
7 wages and premium wages, to be assessed and collected by the Labor and Workforce  
8 Development Agency (“LWDA”) for violations of the California Labor Code, which may be  
9 alternatively recovered through a civil action brought by an aggrieved employee on behalf of  
10 himself and other current or former employees pursuant to procedures set forth under California  
11 Labor Code section 2699.3.

12 38. PLAINTIFF was employed by DEFENDANTS and the alleged violations were  
13 committed against him during his time of employment and he is, therefore, an aggrieved  
14 employee, as defined by California Labor Code section 2699(c). Specifically, he is a former  
15 employee of DEFENDANTS, and one or more of the alleged violations were committed against  
16 him.

17 39. Pursuant to Labor Code sections 2699.3 and 2699.5, on January 17, 2020,  
18 PLAINTIFF, served, via Certified Mail, the LWDA and his former employers, a written notice  
19 of the specific provisions of the California Labor Code that DEFENDANTS violated, including  
20 facts and theories supporting the alleged violations. The LWDA neither provided notice to the  
21 employer and PLAINTIFFS of its intention to investigate DEFENDANTS’ alleged violations,  
22 nor did the LWDA provide such a notice within the requisite sixty-five (65) calendar days of the  
23 postmark date of PLAINTIFF’s notice. The administrative prerequisites under California Labor  
24 Code section 2699.3(a) to recover civil penalties, in addition to other remedies, for violations of  
25 California Labor Code sections 201, 202, 203, 204, 206, 226(a), 226.7, 510, 512(a), 1174(d),  
26 1194, 1197, 1197.1, 1198, 2800 and 2802 have been satisfied. As such, PLAINTIFF may  
27 commence a civil action pursuant to California Labor Code section 2699 to recover civil  
28 penalties.

**FIRST CAUSE OF ACTION**

(Violation of California Labor Code §§ 1194, 1197, and 1197.1- Unpaid Minimum Wages)

(By PLAINTIFF Against All DEFENDANTS)

40. PLAINTIFF incorporates by reference the allegations in all preceding paragraphs with the same force and effect as though fully set forth herein.

41. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provides that notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of the applicable minimum wage, including interest thereon, reasonable attorney's fees, and costs of suit.

42. During the relevant time period, DEFENDANTS failed to pay minimum wage to PLAINTIFF as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

43. DEFENDANTS' failure to pay PLAINTIFF the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1.

44. Pursuant to California Labor Code section 1197.1, PLAINTIFF is entitled to recover a penalty of \$100.00 for the initial failure to timely pay minimum wages, and \$250.00 for each subsequent failure to pay minimum wages.

45. Pursuant to California Labor Code section 1194.2, PLAINTIFF is entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

**SECOND CAUSE OF ACTION**

(Violation of California Labor Code § 201-Failure to Pay Wages Upon Termination)

(By PLAINTIFF Against DEFENDANTS GREEN KEY SOLUTIONS, LLC and DOES 1-50)

46. PLAINTIFF incorporates by reference the allegations in all preceding paragraphs with the same force and effect as though fully set forth herein.

47. During the relevant time period, DEFENDANTS intentionally and willfully failed to pay PLAINTIFF who is no longer employed by DEFENDANTS his wages, earned and unpaid, at the time they he separated from his employment.

1 48. DEFENDANTS' failure to pay PLAINTIFF who is no longer employed by  
2 DEFENDANTS his wages, earned and unpaid, at the time of their separation, is in violation of  
3 California Labor Code sections 201.

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

8 50. PLAINTIFF is entitled to recover from DEFENDANTS the statutory penalty  
9 wages for each day he was not paid, up to a thirty (30) day maximum pursuant to California  
10 Labor Code section 203.

11 **THIRD CAUSE OF ACTION**

12 (Violation of California Labor Code § 204-Wages Not Timely Paid During Employment)

13 (By PLAINTIFF Against DEFENDANTS GREEN KEY SOLUTIONS, LLC and DOES 1-50)

14 51. PLAINTIFF incorporates by reference the allegations in all preceding paragraphs  
15 with the same force and effect as though fully set forth herein.

16 52. During the relevant time period, DEFENDANTS intentionally and willfully failed  
17 to pay PLAINTIFF all wages due to him, within any time period permissible under California  
18 Labor Code section 204.

19 53. As a result of the unlawful acts of DEFENDANTS, PLAINTIFF has been  
20 deprived of regular wages and/or other compensation in amounts to be determined at trial, and is  
21 entitled to recovery of such amounts, plus interest thereon, attorneys' fees and costs.

22 **FOURTH CAUSE OF ACTION**

23 (Violation of California Labor Code § 226(a)-Non-Compliant Wage Statements)

24 (By PLAINTIFF Against All DEFENDANTS)

25 54. PLAINTIFF incorporates by reference the allegations in all preceding paragraphs  
26 with the same force and effect as though fully set forth herein.

1 55. DEFENDANTS have intentionally and willfully failed to provide PLAINTIFF  
2 with complete and accurate wage statements. The deficiencies include, but are not limited to: the  
3 failure to include the total number of hours worked by PLAINTIFF.

4 56. As a result of DEFENDANTS' violation of California Labor Code section 226(a),  
5 PLAINTIFF has suffered injury and damage to his statutorily-protected rights.

6 57. More specifically, PLAINTIFF has been injured by DEFENDANTS' intentional  
7 and willful violation of California Labor Code section 226(a) because he was denied both his  
8 legal right to receive, and his protected interest in receiving, accurate and itemized wage  
9 statements pursuant to California Labor Code section 226(a).

10 58. PLAINTIFF is entitled to recover from DEFENDANTS the greater of his actual  
11 damages caused by DEFENDANTS' failure to comply with California Labor Code section  
12 226(a), or an aggregate penalty not exceeding four thousand dollars.

13 59. PLAINTIFF is also entitled to injunctive relief to ensure compliance with this  
14 section, pursuant to California Labor Code section 226(g).

15 **FIFTH CAUSE OF ACTION**

16 (Violation of California Labor Code § 1174(d)-Failure to Keep Requisite Payroll Records)

17 (By PLAINTIFF Against All DEFENDANTS)

18 60. PLAINTIFF incorporates by reference the allegations in all preceding paragraphs  
19 with the same force and effect as though fully set forth herein.

20 61. DEFENDANTS have intentionally and willfully failed to keep accurate and  
21 complete payroll records showing the hours worked daily and the wages paid, to PLAINTIFF.

22 62. As a result of DEFENDANTS' violation of California Labor Code section  
23 1174(d), PLAINTIFF has suffered injury and damage to his statutorily-protected rights.

24 63. More specifically, PLAINTIFF has been injured by DEFENDANTS' intentional  
25 and willful violation of California Labor Code section 1174(d) because he was denied both their  
26 legal right and protected interest, in having available, accurate and complete payroll records  
27 pursuant to California Labor Code section 1174(d).

28 //

1 **SIXTH CAUSE OF ACTION**

2 (BUS. & PROF. CODE § 17200, *ET SEQ.*)

3 (By PLAINTIFF Against All DEFENDANTS)

4 64. PLAINTIFF incorporates by reference the allegations in all preceding paragraphs  
5 with the same force and effect as though fully set forth herein.

6 65. DEFENDANTS' conduct, as alleged herein, has been, and continues to be, unfair,  
7 unlawful and harmful to PLAINTIFF and to the general public, and DEFENDANTS'  
8 competitors. Accordingly, PLAINTIFF seeks to enforce important rights affecting the public  
9 interest within the meaning of Code of Civil Procedure section 1021.5.

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

13 67. A violation of California Business & Professions Code section 17200, et seq. may  
14 be predicated on the violation of any state or federal law. In this instant case, DEFENDANTS'  
15 policies and practices of requiring PLAINTIFF to work overtime and double time without paying  
16 proper compensation violate California Labor Code sections 510 and 1198. Additionally,  
17 DEFENDANTS' policies and practices of requiring PLAINTIFF to work through meal and rest  
18 periods without paying proper compensation violate California Labor Code sections 226.7 and  
19 512(a). DEFENDANTS' policies and practices of failing to pay minimum wages violate  
20 California Labor Code sections 1194, 1197, and 1197.1. Moreover, DEFENDANTS' policies  
21 and practices of failing to timely pay wages to PLAINTIFF violate California Labor Code  
22 sections 201 and 204. DEFENDANTS also violated California Labor Code sections 226(a),  
23 1174(d), 2800 and 2802.

24 **Failure to Pay Overtime and Double Time**

25 68. DEFENDANTS' failure to pay overtime and double time in violation of the Wage  
26 Orders and California Labor Code sections 510 and 1198, as alleged herein, constitutes unlawful  
27 and/or unfair activity prohibited by California Business & Professions Code section 17200, et  
28 seq.

**Failing to Provide Meal Periods**

69. DEFENDANTS' failure to provide legally required meal periods in violation of the Wage Orders and California Labor Code sections 226.7 and 512(a), as alleged herein, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, et seq.

**Failure to Provide Rest Periods**

70. DEFENDANTS' failure to provide legally required rest periods in violation of the Wage Orders and California Labor Code section 226.7, as alleged herein, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, et seq.

**Failure to Pay Minimum Wages**

71. DEFENDANTS' failure to pay minimum wages in violation of the Wage Orders and California Labor Code sections 1194, 1197 and 1197.1, as alleged herein, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, et seq.

**Failure to Timely Pay Wages Upon Termination**

72. DEFENDANTS' failure to timely pay wages upon termination in violation of California Labor Code section 201, as alleged herein, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, et seq.

**Failure to Timely Pay Wages During Employment**

73. DEFENDANTS' failure to timely pay wages during employment in violation of California Labor Code section 204, as alleged herein, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, et seq.

**Failure to Provide Compliant Wage Statements**

74. DEFENDANTS' failure to provide compliant wage statements in violation of California Labor Code section 226(a), as alleged herein, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, et seq.

**Failure to Keep Complete or Accurate Payroll Records**

75. DEFENDANTS' failure to keep complete or accurate payroll records in violation of California Labor Code section 1174(d), as alleged herein, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, et seq.

**Failure to Reimburse Necessary Business Expenses**

76. DEFENDANTS' failure to reimburse all necessary business-related expenses and costs in violation of California Labor Code sections 2800 and 2802, as alleged herein, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, et seq.

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

78. PLAINTIFF has 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.

79. Pursuant to California Business & Professions Code sections 17200, et seq., PLAINTIFF and PAGA PLAINTIFFS are entitled to restitution of the wages withheld and retained by DEFENDANTS during a period that commences from 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.

**SEVENTH CAUSE OF ACTION**

(Violation of California Labor Code §§ 2698, et seq.)

(By PLAINTIFF and PAGA PLAINTIFFS Against All DEFENDANTS)

80. PLAINTIFF hereby re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

81. PAGA establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

1 82. Whenever the LWDA, or any of its departments, divisions, commissions, boards,  
2 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is  
3 authorized to exercise the same discretion, subject to the same limitations and conditions, to  
4 assess a civil penalty.

5 83. PLAINTIFF and the other hourly-paid or non-exempt employees, are "aggrieved  
6 employees" within the meaning of California Labor Code section 2699(c) as they are all current  
7 or former employees of DEFENDANTS, and one or more of the alleged violations was  
8 committed against them.

9 **Failure to Pay Overtime**

10 84. DEFENDANTS' failure to pay legally required overtime wages to PLAINTIFF  
11 and PAGA PLAINTIFFS is in violation of the Wage Orders and constitutes unlawful or unfair  
12 activity prohibited by California Labor Code sections 510 and 1198.

13 **Failure to Provide Meal Periods**

14 85. DEFENDANTS' failure to provide legally required meal periods to PLAINTIFF  
15 and PAGA PLAINTIFFS is in violation of the Wage Orders and constitutes unlawful or unfair  
16 activity prohibited by California Labor Code sections 226.7 and 512(a).

17 **Failure to Provide Rest Periods**

18 86. DEFENDANTS' failure to provide legally required rest periods to PLAINTIFF  
19 and PAGA PLAINTIFFS is in violation of the Wage Orders and constitutes unlawful or unfair  
20 activity prohibited by California Labor Code section 226.7.

21 **Failure to Pay Minimum Wages**

22 87. DEFENDANTS' failure to pay legally required minimum wages to PLAINTIFF  
23 and PAGA PLAINTIFFS is in violation of the Wage Orders and constitutes unlawful or unfair  
24 activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

25 **Failure to Timely Pay Wages Upon Termination**

26 88. DEFENDANTS' failure to timely pay wages to PLAINTIFF and PAGA  
27 PLAINTIFFS upon termination in accordance with Labor Code sections 201 and 202 constitutes  
28 unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

**Failure to Timely Pay Wages During Employment**

89. DEFENDANTS' failure to timely pay wages to PLAINTIFF and PAGA PLAINTIFFS during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

**Failure to Provide Complete and Accurate Wage Statements**

90. DEFENDANTS' failure to provide complete and accurate wage statements to PLAINTIFF and PAGA PLAINTIFFS in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

**Failure to Keep Complete and Accurate Payroll Records**

91. DEFENDANTS' failure to keep complete and accurate payroll records relating to PLAINTIFF and PAGA PLAINTIFFS in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

**Failure to Reimburse Necessary Business-Related Expenses and Costs**

92. DEFENDANTS' failure to reimburse PLAINTIFF and PAGA PLAINTIFFS for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

93. Pursuant to California Labor Code section 2699, PLAINTIFF, individually, and on behalf of all aggrieved employees, PAGA PLAINTIFFS, requests and is entitled to recover from DEFENDANTS and each of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all statutory penalties against DEFENDANTS, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and

d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

94. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

95. Further, PLAINTIFF is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statutes.

#### **PRAYER FOR RELIEF**

WHEREFORE, PLAINTIFF prays for relief and judgment against DEFENDANTS, as follows:

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

1. For general unpaid wages;
2. For statutory wage penalties pursuant to California Labor Code section 1197.1 for PLAINTIFFs in the amount as may be established according to proof at trial;
3. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

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

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

6. For such other and further relief as the court may deem equitable and appropriate.

**As to the Second Cause of Action**

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

8. For statutory wage penalties pursuant to California Labor Code section 203 for PLAINTIFF who has left DEFENDANTS' employ;

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

10. For such other and further relief as the court may deem equitable and appropriate.

**As to the Third Cause of Action**

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

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

13. For such other and further relief as the court may deem equitable and appropriate.

**As to the Fourth Cause of Action**

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

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

16. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g);

17. For such other and further relief as the court may deem equitable and appropriate.

**As to the Fifth Cause of Action**

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

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

20. For such other and further relief as the court may deem equitable and appropriate.

1 As to the Sixth Cause of Action

2 21. For restitution of unpaid wages to PLAINTIFF and all pre-judgment interest from  
3 the day such amounts were due and payable;

4 22. For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
5 California Code of Civil Procedure section 1021.5;

6 23. For injunctive relief to ensure compliance with this section, pursuant to California  
7 Business and Professions Code sections 17200, et seq.; and

8 24. For such other and further relief as the court may deem equitable and appropriate.

9 As to the Seventh Cause of Action

10 25. Statutory attorney's fees and costs under PAGA and Code of Civil Procedure  
11 1021.5;

12 26. Statutory penalties under PAGA;

13 27. Costs of suit; and

14 28. For such other and further relief as the Court may deem appropriate.

15 Dated: March 23, 2020

16 **HAIG B. KAZANDJIAN LAWYERS, APC.**

17 */s/ Cathy Gonzalez*

18 By:

19 Haig B. Kazandjian, Esq.,  
20 Cathy Gonzalez, Esq.,  
Attorneys for PLAINTIFF

21 DEMAND FOR JURY TRIAL

22 PLAINTIFF hereby demands a trial by jury.

23 Dated: March 23, 2020

24 **HAIG B. KAZANDJIAN LAWYERS, APC.**

25 */s/ Cathy Gonzalez*

26 By:

27 Haig B. Kazandjian, Esq.,  
28 Cathy Gonzalez, Esq.,  
Attorneys for PLAINTIFF