

AARON N. COLBY (State Bar No. 247339)
aaron@colbylegal.com
ZOE YUZNA (State Bar No. 268496)
zoe@colbylegal.com
COLBY LAW FIRM, PC
13263 Ventura Boulevard, Suite 203
Studio City, California 91604
Telephone: (818) 253-1599
Fax: (818) 475-1981

Attorneys for Plaintiff
GUILLERMO REYES

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David W. Slayton,
Executive Officer/Clerk of Court,
By D. Williams, Deputy Clerk

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

GUILLERMO REYES, an individual and as a
representative of aggrieved employees pursuant to
the Private Attorneys General Act (PAGA),

Plaintiff,

vs.

MEGA INTERNATIONAL, LLC, a corporation;
and DOES 1 through 10 inclusive,

Defendant.

Case No. 24STCV05379

PLAINTIFF'S COMPLAINT FOR:

- 1. FAILURE TO PAY MINIMUM WAGES
IN VIOLATION OF LABOR CODE
SECTIONS 1194, 1194.2, 1197, 1197.1**
- 2. FAILURE TO PAY OVERTIME IN
VIOLATION OF SECTIONS 510, 1194,
1198**
- 3. FAILURE TO AUTHORIZE AND
PERMIT MEAL BREAKS IN
VIOLATION OF LABOR CODE
SECTIONS 226.7 AND 512**
- 4. FAILURE TO AUTHORIZE AND
PERMIT REST BREAKS IN
VIOLATION OF LABOR CODE
SECTION 226.7**
- 5. FAILURE TO PROVIDE ACCURATE
WAGE STATEMENTS IN VIOLATION
OF LABOR CODE SECTION 226(a)**
- 6. FAILURE TO PAY WAGES OWED
TIMELY IN VIOLATION OF LABOR
CODE SECTIONS 201 TO 203**
- 7. FAILURE TO REIMBURSE
NECESSARY EXPENSES IN
VIOLATION OF LABOR CODE
SECTION 2802**
- 8. PRIVATE ATTORNEY'S GENERAL
ACT (LABOR CODE SECTION 2698)**

JURY TRIAL DEMANDED

1 Plaintiff Guillermo Reyes (“Plaintiff”) alleges and complains against Defendants Mega
2 International, LLC, and Does 1 through 10 (collectively, “Defendant”) as follows:

3 **PARTIES | JURISDICTION | VENUE**

4 1. Plaintiff, at all times relevant hereto, is and has been a resident of the State of California.

5 2. Defendant Mega International, LLC is an international global SaaS software company with
6 offices at 9720 Wilshire Boulevard, Suite 600, Beverly Hills, California 90212.

7 3. Under California Code of Civil Procedure section 395(a), venue is proper in this County
8 because Defendant resides in this County and/or Plaintiff’s alleged injuries herein occurred in this County.

9 4. The true names and capacities of the defendants named herein as Does 1 through 10,
10 inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff who therefore
11 sues such defendants by fictitious names pursuant to California Code of Civil Procedure section 474.
12 Plaintiff believes that all of the Doe defendants are California residents. Plaintiff will amend this
13 Complaint to show such true names and capacities when they have been determined. Defendant and Doe
14 Defendants are collectively referred to as “Defendant,” “Defendants” or “Defendant Employers.”

15 5. Plaintiff believes that, at all times relevant herein, each defendant designated, including
16 Does 1 through 10, was the agent, managing agent, principal, owner, partner, joint venturer, representative,
17 manager, servant, employee, and/or co-conspirator of each of the other defendants, and was at all times
18 mentioned herein acting within the course and scope of said agency and employment, and that all acts or
19 omissions alleged herein were duly committed with the ratification, knowledge, permission,
20 encouragement, authorization, and consent of each defendant designated herein.

21 6. Defendant, and each of them, acted in concert with one another to commit the wrongful
22 acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the wrongful acts
23 alleged herein, and/or attempted to do so, including pursuant to Government Code section 12940(i).
24 Defendant, and each of them, formed and executed a conspiracy or common plan pursuant to which they
25 would commit the unlawful acts alleged herein, with all such acts alleged herein done as part of and
26 pursuant to said conspiracy, intended to cause and actually causing Plaintiff harm.

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ALTER EGO | AGENCY | JOINT EMPLOYER

7. There exists such a unity of interest and ownership between Defendant Employers that the individuality and separateness of Defendant Employers have ceased to exist. At all times relevant hereto, Defendant Employers, and each of them, were the agents, employees, managing agents, supervisors, coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the other Defendant Employers, and each of them, and in doing the things alleged herein, were acting at least in part within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status, successor status and/or joint venture and with the permission and consent of each of the other Defendant Employers. Whenever and wherever reference is made in this complaint to any act or failure to act by a defendant or co-defendant, such allegations and references shall also be deemed to mean the acts and/or failures to act by each defendant acting individually, jointly and severally.

8. Plaintiff believes Defendant Employers were both Plaintiff's joint employer and are liable under the joint employer and single enterprise theories. *See Laird v. Capital Cities* (1998) 68 Cal.App.4th 727, 737-38 (four factors to prove single enterprise are "interrelation of operations, common management, centralized control of labor relations, and common ownership or financial control. ... Although courts consider the four factors together, they often deem centralized control of labor relations the most important."); *see also Vernon v. State of California* (2004) 116 Cal.App.4th 114, 128 (separate entities can also be deemed a "joint employer" by having the right to control the employment relationship, as evaluated by focusing on "an examination of defendant's role with respect to the right to hire, fire, transfer, promote, discipline, set the terms, conditions and privileges of employment, train and pay the plaintiff.")).

9. Defendant Employers were Plaintiff's employers, joint employers and/or special employers within the meaning of Government Code sections 12926 (d), 12940 (a),(h),(1), (h)(3)(A), (i), and, 12950, and regularly employ five (5) or more persons and are therefore subject to the jurisdiction of this Court. Defendant Employers were Plaintiff's employers, joint employers and/or special employers within the meaning of the Labor Code and the applicable Industrial Welfare Commission Order, and are each an "employer or other person acting on behalf of an employer" as such term is used in Labor Code sections 558 and/or 558.1, and liable to Plaintiff on that basis. Defendant Employers are Plaintiff's joint employers by virtue of a joint enterprise, and that Plaintiff was an employee of Defendant Employers.

1 Plaintiff performed services for each and every one of Defendant Employers, and to the mutual benefit
2 of all Defendant Employers, and all Defendant Employers shared control of Plaintiff as an employee,
3 either directly or indirectly, and the manner in which Defendant Employers' business was and is
4 conducted.

5 10. Labor Code section 558.1 provides that an employer or "other person acting on behalf of
6 an employer" who violates certain California wage and hour laws "may be held liable as the employer for
7 such violation." Labor Code section 558.1 defines "other person acting on behalf of an employer" as a
8 "natural person who is an owner, director, officer, or managing agent" of the employer. Labor Code
9 section 558.1(b). *See* Labor Code section 558(a) (authorizing civil penalties against "any employer or
10 other person acting on behalf of an employer" who causes overtime pay violations to occur."); *see Atempa*
11 *v. Pedrazzani*, 27 Cal.App.5th 809, 823-824 (2018); Labor Code section 1197.1 ("Any employer or other
12 person acting either individually or as an officer, agent, or employee of another person" for failure to pay
13 minimum wages."); *see Reynolds v. Bement*, 36 Cal.4th 1075, 1089 (2005) ("aggrieved employees may
14 ... maintain civil actions to recover such penalties"); *see Reynolds v. Bement*, 36 Cal.4th 1075, 1089, fn.
15 10 (2005) (alter ego doctrine may be used in wage claim actions to impose liability on controlling directors
16 and shareholders); *see* Government Code section 12925(d) (defining "Person" as one *or more* individuals,
17 partnerships, associations, corporations, limited liability companies, legal representatives, trustees,
18 trustees in bankruptcy, and receivers or other fiduciaries).

19 11. Despite the formation of purported corporate existence, Defendant Employers are, in
20 reality, one and the same, including, but not limited to because: (a) Defendant Employers are completely
21 dominated and controlled by one another, who personally committed the frauds and violated the laws as
22 set forth in this complaint, and who have hidden and currently hide behind Defendant Employers to
23 perpetrate frauds, circumvent statutes, or accomplish some other wrongful or inequitable purpose; (b)
24 Defendant Employers derive actual and significant monetary benefits by and through one another's
25 unlawful conduct, and by using one another as the funding source for their own personal expenditures;
26 (c) Defendant Employers, while really one and the same, were segregated to appear as though separate
27 and distinct for purposes of perpetrating a fraud, circumventing a statute, or accomplishing some other
28 wrongful or inequitable purpose; (d) Defendant Employers does not comply with all requisite corporate

1 formalities to maintain a legal and separate corporate existence; (e) the business affairs of Defendant
2 Employers are, and at all times relevant were, so mixed and intermingled that the same cannot
3 reasonably be segregated, and the same are in inextricable confusion. Defendant Employers are, and at
4 all times relevant hereto were, used by one another as a mere shell and conduit for the conduct of certain
5 of Defendant Employers' affairs, and are, and were, the alter ego of one another. The recognition of
6 the separate existence of each of the Defendant Employers would not promote justice, in that it would
7 permit Defendant Employers to insulate themselves from liability to Plaintiff for violations of the law.
8 The corporate existence of Defendant Employers should each be disregarded in equity and for the ends of
9 justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein. Accordingly,
10 Defendant Employers constitute the alter ego of one another, and the fiction of their separate corporate
11 existence must be disregarded.

12 ADMINISTRATIVE EXHAUSTION

13 12. Plaintiff exhausted administrative requirements for Plaintiff's claims.

14 13. On December 5, 2023, Plaintiff's counsel gave written notice by online filing with the
15 California Labor & Workforce Development Agency ("LWDA") and by sending via certified mail to
16 Defendants a letter specifying the California Labor Code provisions Defendants violated, including the
17 facts and theories supporting the alleged violations. More than sixty-five (65) days have passed since
18 Plaintiff's counsel submitted the letter to the LWDA and certified-mailed the letter to Defendants, and the
19 LWDA has not provided notice of intent to investigate the alleged violations, nor have Defendants
20 provided notice of intent or any efforts to cure. Accordingly, the statutory period for any investigation or
21 response has concluded and Plaintiff may commence this lawsuit pursuant to Labor Code section 2699,
22 as provided by subsection 2699.3.

23 FACTUAL ALLEGATIONS

24 14. **Plaintiff's Hire & Job Details.** From July 25, 2022 to November 8, 2023, Plaintiff
25 Guillermo Reyes worked for Defendant as an employee in the job position of I.T. Support Specialist to
26 work in Beverly Hills, California.

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1 15. Defendant classified Plaintiff as a “non-exempt” employee paid \$30 per hour, plus PTO
2 and benefits. Plaintiff’s job duties included system administration, on/off boarding employees, and
3 writing automation scripts. Plaintiff often had to use his personal mobile device to perform these work
4 duties. Plaintiff’s work schedule was typically Saturday through Wednesday, 1pm to 10pm. Plaintiff
5 reported to I.T. Shared Services Manager William Lee.

6 16. **Off-The-Clock Work.** Defendant failed to pay Plaintiff for all time worked. The off-the-
7 clock work included, among other things according to proof: working during breaks, such as carrying on
8 with work during a meal or rest break; reviewing or responding to emails or texts from a mobile device or
9 after hours; and/or illegally “rounding” employee time at the beginning and/or end of meal breaks.

10 17. **Overtime Work.** Defendant failed to pay Plaintiff for work in excess of eight (8) hours in
11 a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1.5) times the regular
12 rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
13 workweek, and for work in excess of twelve (12) hours in a day overtime compensation at a rate of two
14 (2) times the regular rate of pay.

15 18. **Meal Break Violations.** Defendant failed to provide Plaintiff with first or second timely,
16 uninterrupted 30-minute meal break as required by law, according to proof. For instance, among other
17 things according to proof: Plaintiff did not get meal breaks at all; Plaintiff was forced to work throughout
18 Plaintiff’s meal breaks; Plaintiff was “on-call” during meal breaks; Defendant automatically deducted
19 unpaid meal break time from Plaintiff’s time worked even though Plaintiff performed work during such
20 time; Defendant rounded Plaintiff’s clock in and out times for the start and end of meal breaks; Plaintiff’s
21 meal breaks were not timely; Plaintiff’s meal breaks were interrupted; Plaintiff’s meal breaks were less
22 than the full 30 minutes; and/or Defendant required Plaintiff to remain on premises at the worksite during
23 meal breaks.

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19. **Rest Break Violations.** Defendant failed to authorize and permit Plaintiff to take a 10-minute rest break per each four (4) hour period worked or a major fraction thereof, according to proof. For instance, among other things according to proof: Plaintiff did not get rest breaks at all; Plaintiff was forced to work throughout Plaintiff's rest breaks; Plaintiff was "on-call" during rest breaks; Plaintiff's rest breaks were not timely; Plaintiff's rest breaks were interrupted; Plaintiff's rest breaks were less than the full 10 minutes; and/or Defendant required Plaintiff to remain on premises at the worksite during rest breaks.

20. **Unreimbursed Expenses.** Defendant failed to fully reimburse Plaintiff's reasonable business expenses incurred, according to proof, including mobile device usage costs.

21. **Wage Statements.** Defendant knowingly and intentionally failed to provide Plaintiff with uniform, complete, and accurate wage statements because the wage statements provided to Plaintiff failed to list the: accurate totals of the hours worked; number of hours worked at each hourly rate; net wages earned; and/or gross wages earned.

22. **Final Pay.** Defendant failed to pay Plaintiff all wages owed to Plaintiff immediately upon Plaintiff's termination of employment, including earned and unpaid wages, such as: minimum wages; overtime wages; meal and rest period premium wages; and/or all wages owed for the final day of work

FIRST CAUSE OF ACTION

**FAILURE TO PAY MINIMUM WAGE IN VIOLATION OF CALIFORNIA
LABOR CODE SECTIONS 204, 1194, AND 1197 AND WAGE ORDER**

23. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

24. At all relevant times, Plaintiff was subject to the provisions of the California Industrial Welfare Commission's Wage Orders and California Labor Code.

25. California Labor Code section 204(a) states that wages “earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.”

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

27. California Labor Code section 1197 states (in relevant part): “The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.”

28. The applicable California Industrial Wage Order states: “Every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.”

29. Defendant violated the foregoing statutes and regulations as alleged herein.

30. Pursuant to California Labor Code sections 218.5, 1194, 1194.2, 1197.1, 1197.2, Plaintiff is entitled to recover the full amount of Plaintiff's unpaid wages, liquidated damages, waiting time penalties, reasonable attorneys' fees, and costs of suit. Plaintiff is entitled to recover interest on all due and unpaid wages and waiting time penalties under Labor Code section 218.6 and/or Civil Code section 3287(a).

SECOND CAUSE OF ACTION

**FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF
LABOR CODE SECTIONS 510, 1194, 1198, AND 1199 AND WAGE ORDER**

31. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

32. At all relevant times, Plaintiff was subject to the provisions of the California Industrial Welfare Commission's Wage Orders and California Labor Code.

33. The applicable Industrial Welfare Commission Wage Order provides that: “(A) Daily Overtime – General Provisions. (1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be

employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than: (a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked In excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek.; and (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek. (c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one fortieth (1/40) of the employee's weekly salary.

34. California Labor Code section 510 provides that: (a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

35. California Labor Code section 1194 provides in relevant part: (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's, and costs of suit.

36. California Labor Code section 218.5 provides in relevant part: In any action brought for the nonpayment of wages, fringe benefits, or health and welfare or pension fund contributions, the court shall award reasonable attorney's fees and costs to the prevailing party if any party to the action requests attorney's fees and costs upon the initiation of the action.

37. At all relevant times, throughout Plaintiff's employment, Plaintiff regularly and with Defendant's knowledge worked more than eight (8) hours in working day.

38. Defendant did not pay 1 ½ times the legal minimum hourly wage rate for all the hours worked over eight (8) hours in a work day and/or 40 hours in a work week, and Defendant did not pay two times the legal minimum hourly rate for all the hours worked over twelve (12) hours in a work day as alleged herein.

39. During the relevant time period, Defendant intentionally and willfully failed to pay for all hours Defendant suffered and/or permitted Plaintiff to work, including for overtime hours.

40. Plaintiff alleges that wages are due to Plaintiff for all hours worked during which Plaintiff was not paid proper overtime wages pursuant California Labor Code sections 510 and 1194 and all applicable laws, rules, orders, requirements and regulations.

41. Plaintiff demands all applicable reimbursements, interest and penalties for lost overtime wages.

42. Plaintiff further demands reasonable attorneys' fees and costs of suit pursuant to California Labor Code sections 218.5 and 1194, and any other applicable statute or regulation.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS IN VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512 AND WAGE ORDER

43. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

44. At all relevant times, Plaintiff was subject to the provisions of the California Industrial Welfare Commission's Wage Orders and California Labor Code.

45. California Labor Code section 512(a) states (in relevant part): "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee."

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53. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California Industrial Welfare Commission.

54. The applicable Industrial Welfare Commission Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof unless the total daily work time is less than three and one-half (3 ½) hours.”

55. Defendant's conduct violates applicable Wage Orders and California Labor Code section 226.7. During the relevant time period, Defendant required Plaintiff to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked. During the relevant time period, Defendant willfully required Plaintiff to work during rest periods and failed to pay Plaintiff the full rest period premium for work performed during rest periods. During the relevant time period, Defendant failed to pay Plaintiff the full rest period premium due pursuant to California Labor Code section 226.7.

56. Pursuant to the applicable Industrial Welfare Commission Wage Order and California Labor Code section 226.7(b), Plaintiff is entitled to recover from Defendant one additional hour of pay at the employee's regularly hourly rate of compensation for each work day that the rest period was not provided.

FIFTH CAUSE OF ACTION

**FAILURE TO FURNISH COMPLIANT WAGE STATEMENTS IN
VIOLATION OF LABOR CODE SECTION 226(a)**

57. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

58. At all relevant times, Plaintiff was subject to the provisions of the California Industrial Welfare Commission's Wage Orders and California Labor Code.

59. California Labor Code section 226(a) provides that every employer shall furnish each of their employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the

1 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written
2 orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
3 dates of the period for which the employee is paid, (7) the name of the employee and their or their social
4 security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable
5 hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly
6 rate by the employee.

7 60. California Labor Code section 226 requires employers to list on an itemized wage
8 statement “all amounts earned and now owing, not just those amounts actually paid.” *Naranjo v. Spectrum*
9 *Security Services, Inc.*, 2022 WL 1613499, at *13 (Cal., May 23, 2022).

10 61. California Labor Code section 226(e)(1) provides that “[a]n employee suffering injury as
11 a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to
12 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
13 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to
14 exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and
15 reasonable attorney’s fees.”

16 62. California Labor Code section 226.3 provides that “Any employer who violates
17 subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars
18 (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
19 for each violation in a subsequent citation, for which the employer fails to provide the employee a wage
20 deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil
21 penalties provided for in this section are in addition to any other penalty provided by law.”

22 63. Plaintiff has suffered injury and damage to Plaintiff’s statutory-protected rights as
23 Defendant intentionally and willfully failed to provide Plaintiff with complete and accurate wage
24 statements as alleged herein. The deficiencies include, but are not limited to, the failure to include: total
25 hours worked by the employee; the inclusive dates of the period for which the employee is paid; the name
26 of the employee and their social security number; the name and address of the legal entity that is the
27 employer, and all applicable hourly rates in effect during the pay period and the corresponding number of
28 hours worked at each hourly rate by the employee.

64. Plaintiff is entitled to recover from Defendant the greater of Plaintiff's actual damages caused by Defendant's failure to comply with California Labor Code section 226(a), or pursuant to California Labor Code section 226(e), an aggregate penalty not exceeding four thousand dollars per employee, and an award of costs and reasonable attorney's fees.

SIXTH CAUSE OF ACTION

**FAILURE TO PAY ALL WAGES OWED UPON TERMINATION IN
VIOLATION OF LABOR CODE SECTIONS 201 TO 203**

65. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

66. At all relevant times, Plaintiff was subject to the provisions of the California Industrial Welfare Commission's Wage Orders and California Labor Code.

67. California Labor Code sections 201 and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. For these purposes, wages include meal and rest break period premiums.

68. 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.

69. As alleged herein, Defendant intentionally and willfully failed to pay Plaintiff all wages, earned and unpaid, immediately upon discharge. Defendant's failure in this regard violates California Labor Code sections 201 and 203.

70. On information and belief, Plaintiff alleges that Defendant's failure to pay Plaintiff all wages earned upon Plaintiff's discharge in accordance with Labor Code section 201 was willful. At all times relevant, Defendant had the ability to pay all earned and unpaid wages in accordance with Labor Code section 201 but intentionally chose not to comply.

71. Pursuant to Labor Code sections 203 and 218.5, Plaintiff is entitled to recover the full amount of Plaintiff's unpaid wages, waiting time penalties, reasonable attorneys' fees, and costs of suit. Plaintiff is entitled to recover interest on all due and unpaid wages and waiting time penalties under Labor Code section 218.6 and/or Civil Code section 3287(a).

1 **SEVENTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE NECESSARY EXPENDITURES IN VIOLATION OF**
3 **LABOR CODE SECTION 2802 AND WAGE ORDER**

4 72. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

5 73. At all relevant times, Plaintiff was subject to the provisions of the California Industrial
6 Welfare Commission's Wage Orders and California Labor Code.

7 74. California Labor Code section 2802 states: "An employer shall indemnify his or her
8 employee for all necessary expenditures or losses incurred by the employee in direct consequence of the
9 discharge of his or her duties."

10 75. California Labor Code section 2802(c) states that "[f]or the purposes of this section, the
11 terms 'necessary expenditure or losses' shall include all reasonable costs, including but not limited to,
12 attorneys' fees incurred by the employee enforcing the rights granted by this section."

13 76. Defendant violated the foregoing statutes and regulations as alleged herein.

14 77. Plaintiff seeks reimbursement for the excess costs of these expenses as alleged herein.
15 Plaintiff seeks damages for all necessary expenditures and losses, including attorney's fees and costs
16 pursuant to Labor Code section 2802(c).

17 **EIGHTH CAUSE OF ACTION**

18 **PAGA REPRESENTATIVE ACTION FOR PENALTIES PURSUANT TO**
19 **LABOR CODE SECTION 2698**

20 78. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

21 79. Under the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code
22 sections 2698-2699.5, private parties may recover civil penalties for violations of the Labor Code. These
23 penalties are in addition to any other relief available under the Labor Code. As set forth above, Defendant
24 has committed numerous violations of the Labor Code against Plaintiff, including but not limited to:

25 • Labor Code §§ 201, 201.5, 202, 203. Failure to pay all wages immediately upon
26 termination or within 72 hours after notice of separation.

27 • Labor Code § 204. Failure to pay all earned wages within the time prescribed in Labor
28 Code §§ 204(a) and 204(b).

- Labor Code § 206. Failure to pay all undisputedly owed wages.
- Labor Code § 210. Failure to pay wages as required by Labor Code §§ 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, 227.3, and/or 1197.5.
- Labor Code § 212. Failure to include the name and address of established place of business in the state on pay checks to cash or deposit pay checks.
- Labor Code § 213. Unauthorized payment of final wages via direct deposit.
- Labor Code § 221. Failure to not collect and receive owed wages.
- Labor Code § 226. Failure to provide timely and accurate wage statements.
- Labor Code § 226.3. Failure to comply with Labor Code § 226(a).
- Labor Code § 226.7. Failure to provide rest periods and failure to provide an additional hour of pay at the regular rate of compensation in lieu of the rest periods.
- Labor Code §§ 226.7 and 512. Failure to provide meal periods and failure to provide an additional hour of pay at the regular rate of compensation in lieu of the meal periods.
- Labor Code § 256. Failure to pay all wages immediately upon termination or within 72 hours after notice of separation.
- Labor Code §§ 510 and 1194. Failure to pay overtime and double time compensation.
- Labor Code §§ 510, 1194, 1194.2, and 1197. Failure to pay minimum wages, including overtime and double time compensation at the minimum wage rate.
- Labor Code § 558. Violation of a section of the chapter of the Labor Code starting with Labor Code § 500, *et seq.*, or any provision regulating hours and days of work in any order of the Industrial Welfare Commission.
- Labor Code § 558.1. Violation any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, and violating Labor Code §§ 203, 226, 226.7, 1193.1, and/or 1194.
- Labor Code § 1174. Failure to maintain compliant employee and payroll records.
- Labor Code § 1197.1. Failure to pay minimum wage.
- Labor Code § 1199. Violation of an order of the Industrial Welfare Commission.

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• Labor Code § 1198. Violation of the following sections of orders of the Industrial Welfare Commission for conditions of labor prohibited by such:

○ Wage Order 1-2001 (or other applicable Wage Order), Section 3, requiring an employer to pay overtime and double time compensation.

○ Wage Order 1-2001 (or other applicable Wage Order), Section 4, requiring an employer to pay minimum wages, including overtime and double time compensation at the minimum wage rate.

○ Wage Order 1-2001 (or other applicable Wage Order), Section 7, requiring an employer to maintain accurate information with respect to each employee; provide employees with thorough and accurate itemized wage statements; and, provide clocks within a reasonable distance from employees' work areas.

○ Wage Order 1-2001 (or other applicable Wage Order), Section 11, requiring an employer to provide its employees with adequate meal periods and an additional hour of pay at the regular rate of compensation in lieu of the rest periods.

○ Wage Order 1-2001 (or other applicable Wage Order), Section 12, requiring an employer to provide its employees with adequate rest periods and an additional hour of pay at the regular rate of compensation in lieu of the rest periods.

• Labor Code § 2802. Failure to reimburse necessary business expenses.

80. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code section 2699(c), and a proper representative to bring a civil action on behalf of Plaintiff and other current and former employees of Defendant pursuant to the procedures specified in California Labor Code section 2699.3, because Plaintiff is employed by Defendant and the alleged violations of the California Labor Code were committed against Plaintiff.

81. Pursuant to California Labor Code section 2699.3, Plaintiff gave written notice on December 5, 2023, by online filing to the California Labor and Workforce Development Agency (“LWDA”) and by certified mail to Defendant of the specific provisions of the California Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories to support the alleged violations. More than 65 days have passed since Plaintiff provided written notice to the LWDA. The LWDA has not provided notice that it intends to investigate PLAINTIFF’S claims.

82. Pursuant to California Labor Code section 2699.3, Plaintiff served Defendant with the
aforementioned LWDA notice via certified mail on or about December 6, 2023. More than 33 days have
passed since that date. Defendant has not provided Plaintiff with notice that it cured any of the
violations alleged therein.

83. Per the tolling provision in Labor Code section 2699.3(g), the period of liability under
Plaintiff's PAGA claim extends one year and sixty-five days before the filing of this complaint (the
"PAGA Liability Period").

84. Accordingly, Plaintiff has complied with all of the requirements set forth in California
Labor Code section 2699.3 to commence a representative action under PAGA.

85. Pursuant to PAGA, Plaintiff seeks civil penalties due to Plaintiff, other aggrieved
employees, and the State of California according to proof, pursuant to the California Labor Code,
including California Labor Code sections 2699(a) and 2699(f), which provides for \$100 for each initial
violation and \$200 for each subsequent violation per employee pay period. In addition, pursuant to PAGA,
Plaintiff seeks to recover civil penalties, including but not limited to penalties under Labor Code sections
210, 225.5, 226.3, 558, 1174.5, 1197.1, and 1199 from Defendant in a representative action for the
violations set forth above. Plaintiff is entitled to an award of reasonable attorneys' fees and costs pursuant
to Labor Code section 2699(g)(1).

JURY TRIAL DEMANDED

Plaintiff demands a jury as to all causes of action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment against Defendant as follows:

- a. For general economic damages according to proof;
- b. For general non-economic damages according to proof;
- c. For special damages according to proof;
- d. For penalties where provided by law;
- e. For punitive damages where allowed by law;

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- 1 f. For prejudgment interest pursuant to California Labor Code section 218.6, California
2 Civil Code section 3287 and/or California Civil Code section 3288 and/or any other
3 provision of law providing for prejudgment interest;
4 g. For attorneys' fees where allowed by law;
5 h. For costs of suit incurred herein; and
6 i. For such other and further relief as deemed just and proper.
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8 DATED: March 1, 2024

COLBY LAW FIRM, PC

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11 By: _____
12 AARON N. COLBY
13 ZOE YUZNA

14 Attorneys for Plaintiff
15 GUILLERMO REYES
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