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14 Attorneys for Plaintiff JOSE MARAVILLA,
15 on behalf of himself and others similarly situated

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

JOSE MARAVILLA, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

CRASH CHAMPIONS, LLC; and DOES 1 to
100, inclusive,

Defendants.

Case No.: **24STCV00728**

CLASS ACTION

**PLAINTIFF JOSE MARAVILLA'S
COMPLAINT FOR DAMAGES AND
RESTITUTION FOR:**

1. **FAILURE TO PAY WAGES FOR ALL HOURS WORKED AT MINIMUM WAGE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197**
2. **FAILURE TO PAY OVERTIME WAGES FOR DAILY OVERTIME WORKED IN VIOLATION OF LABOR CODE SECTIONS 510 AND 1194**
3. **FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF LABOR CODE SECTIONS 512 AND 226.7**
4. **FAILURE TO AUTHORIZE OR PERMIT REST PERIODS IN VIOLATION OF LABOR CODE SECTION 226.7**
5. **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE**

SECTION 226

6. FAILURE TO TIMELY PAY ALL EARNED WAGES AND FINAL PAYCHECKS DUE AT TIME OF SEPARATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203

7. UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTIONS 17200, ET SEQ.

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff JOSE MARAVILLA ("Plaintiff"), on behalf of himself and others similarly situated, who alleges and complains against Defendant CRASH CHAMPIONS, LLC; and DOES 1 to 100, inclusive (collectively "Defendant") as follows:

I. INTRODUCTION

1. This is a class action lawsuit seeking unpaid wages and interest thereon for failure to pay wages for all hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest period premium wages; statutory penalties for failure to provide accurate wage statements; statutory waiting time penalties in the form of continuation wages for failure to timely pay employees all wages due upon separation of employment; injunctive relief and other equitable relief; reasonable attorneys' fees pursuant to Labor Code sections 218.5, 226(e) and 1194; costs; and interest brought on behalf of Plaintiff and others similarly situated.

II. JURISDICTION AND VENUE

2. This Court has jurisdiction over Plaintiff's and putative class members' claims for failure to pay wages for all hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest period premium wages; statutory penalties for failure to

1 provide accurate wage statements; statutory waiting time penalties in the form of continuation
2 wages for failure to timely pay employees all wages due upon separation of employment; and
3 claims for injunctive relief and restitution under California Business and Professions Code
4 sections 17200, *et seq.*, for the following reasons: Defendants operate throughout California;
5 Defendants employed Plaintiff and putative class members in locations throughout California,
6 including but not limited to Los Angeles County, at 4610 Crenshaw Blvd, Los Angeles, CA
7 90043, more than two-thirds of putative class members are California citizens; the principal
8 violations of California law occurred in California; no other class actions have been filed against
9 Defendants in the last four (4) years alleging wage and hour violations; the conduct of Defendants
10 forms a significant basis for Plaintiff's and putative class members' claims; and Plaintiff and
11 putative class members seek significant relief from Defendant.

12 **III. PARTIES**

13 3. Plaintiff brings this action on behalf of himself and other members of the general
14 public similarly situated. The named Plaintiff and the class of persons on whose behalf this action
15 is filed are current, former, and/or future employees of Defendant as direct employees as well as
16 temporary employees employed through temp agencies who work as hourly non-exempt
17 employees. At all times mentioned herein, the currently named Plaintiff is and was a resident of
18 California and was employed by Defendant in the State of California within the four (4) years
19 prior to the filing of this Complaint.

20 4. Defendant employed Plaintiff as an hourly non-exempt employee from in or around
21 2017, until on or about October 27, 2023.

22 5. Plaintiff is informed and believes and thereon alleges that Defendants employed
23 him and other hourly non-exempt employees throughout the State of California and therefore their
24 conduct forms a significant basis of the claims asserted in this matter.

25 6. Plaintiff is informed and believes and thereon alleges that Defendant CRASH
26 CHAMPIONS, LLC is authorized to do business within the State of California and is doing
27 business in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant
28 hereto were persons acting on behalf of Defendant CRASH CHAMPIONS, LLC in the

1 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
2 Defendant CRASH CHAMPIONS, LLC operates in Los Angeles County and employed Plaintiff
3 and putative class members in Los Angeles County, including but not limited to, at 4610
4 Crenshaw Blvd, Los Angeles, CA 90043.

5 7. Plaintiff is informed and believes and thereon alleges that Defendant DOES 51-100
6 are individuals unknown to Plaintiff. Each of the individual Defendant is sued individually in his
7 or her capacity as an agent, shareholder, owner, representative, supervisor, independent contractor
8 and/or employee of each Defendant and participated in the establishment of, or ratification of, the
9 aforementioned illegal wage and hour practices or policies.

10 8. Plaintiff is unaware of the true names of Defendant DOES 1-100. Plaintiff sues said
11 Defendants by said fictitious names and will amend this Complaint when the true names and
12 capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted
13 by law or by the Court. Plaintiff is informed and believes that each of the fictitiously named
14 Defendants is in some manner responsible for the events and allegations set forth in this
15 Complaint.

16 9. Plaintiff is informed and believes and thereon alleges that at all relevant times, each
17 Defendant was an employer, was the principal, agent, partner, joint venturer, officer, director,
18 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
19 predecessor in interest of some or all of the other Defendant, and was engaged with some or all of
20 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
21 of the other defendants so as to be liable for their conduct with respect to the matters alleged in
22 this Complaint. Plaintiff is further informed and believe and thereon allege that Defendant acted
23 pursuant to and within the scope of the relationships alleged above, and that at all relevant times,
24 Defendant knew or should have known about, authorized, ratified, adopted, approved, controlled,
25 aided and abetted the conduct of all other Defendant. As used in this Complaint, "Defendant"
26 means "Defendants and each of them," and refers to the Defendant named in the particular cause
27 of action in which the word appears and includes Defendant CRASH CHAMPIONS, LLC; and
28 DOES 1 to 100, inclusive.

10. At all times mentioned herein, each Defendant was the co-conspirator, agent, servant, employee, and/or joint venturer of each of the other Defendants and was acting within the course and scope of said conspiracy, agency, employment, and/or joint venture and with the permission and consent of each of the other Defendant.

11. Plaintiff makes the allegations in this Complaint without any admission that, as to any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff reserves all of Plaintiff's rights to plead in the alternative.

IV. DESCRIPTION OF ILLEGAL PAY PRACTICES

12. Pursuant to the applicable Industrial Welfare Commission ("IWC") Wage Order ("Wage Order"), codified at California Code of Regulations, title 8, section 11010, Defendants are employers of Plaintiff within the meaning of Wage Order 1 and applicable Labor Code sections. Therefore, each of these Defendants are jointly and severally liable for the wrongs complained of herein in violation of the Wage Order and the Labor Code.

13. **Failure to pay wages for all hours worked at the legal minimum wage:** Defendants employed many of their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer is required to pay hourly employees for all "hours worked," which includes all time that an employee is under the control of the employer and all time the employee is suffered and permitted to work. This includes the time an employee spends, either directly or indirectly, performing services which inure to the benefit of the employer.

14. Labor Code sections 1194 and 1197 require an employer to compensate employees for all "hours worked" at least at the minimum wage rate of pay as established by the IWC and the Wage Orders.

15. Plaintiff and similarly situated hourly non-exempt employees worked more minutes per shift than Defendants credited them with having worked. Defendants failed to pay Plaintiff and similarly situated employees all wages at the applicable minimum wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but not limited to:

(a) "Rounding down" or "shaving down" Plaintiff's and similarly situated employees' total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs

1 for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants; and

2 (b) During pay periods commissions exceeded hourly pay, Plaintiff and similarly
3 situated employees who were paid purely commissions were not paid for non-commission
4 generating activity such as, for example, rest breaks.

5 16. Plaintiff and similarly situated employees were not paid for this time resulting in
6 Defendants' failure to pay minimum wage for all the hours Plaintiff and similarly situated
7 employees worked.

8 17. Therefore, Defendants suffered, permitted, and required their hourly non-exempt
9 employees to be subject to Defendants' control without paying wages for that time. This resulted
10 in Plaintiff and similarly situated employees working time for which they were not compensated
11 any wages, in violation of Labor Code sections 1194, 1197, and Wage Order 1.

12 18. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
13 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
14 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
15 which includes all time that an employee is under the control of the employer and all time the
16 employee is suffered or permitted to work. This includes the time an employee spends, either
17 directly or indirectly, performing services which inure to the benefit of the employer.

18 19. Labor Code sections 510 and 1194 and Wage Order 1 require an employer to
19 compensate employees at a higher rate of pay for hours worked in excess of eight (8) hours in a
20 workday, more than forty (40) hours in a workweek, and on any seventh consecutive day of work
21 in a workweek:

22 Any work in excess of eight hours in one workday and any work in excess of 40
23 hours in any one workweek and the first eight hours worked on the seventh day of
24 work in any one workweek shall be compensated at the rate of no less than one and
25 one-half times the regular rate of pay for an employee. Any work in excess of 12
26 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.

27 Labor Code section 510; Wage Order 1, §3.

28 20. Defendants failed to pay Plaintiff and similarly situated employees all wages at the

1 applicable minimum wage for all hours worked due to Defendants' policies, practices, and/or
2 procedures including, but not limited to:

3 (a) "Rounding down" or "shaving down" Plaintiff's and similarly situated employees'
4 total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs
5 for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants; and

6 (b) During pay periods commissions exceeded hourly pay, Plaintiff and similarly
7 situated employees who were paid purely commissions were not paid for non-commission
8 generating activity such as, for example, rest breaks.

9 21. Plaintiff and similarly situated employees were not paid for this time.

10 22. To the extent the employees had already worked 8 hours in the day and on
11 workweeks they had already worked 40 hours in a workweek, the employees should have been
12 paid overtime for this unpaid time. This resulted in hourly non-exempt employees working time
13 which should have been paid at the legal overtime rate but was not paid any wages in violation of
14 Labor Code sections 510, 1194, and Wage Order 1.

15 23. Overtime is based upon an employee's regular rate of pay. "The regular rate at
16 which an employee is employed shall be deemed to include all remuneration for employment paid
17 to, or on behalf, of the employee." See Division of Labor Standards Enforcement – Enforcement
18 Policies and Interpretations Manual, Section 49.1.2.

19 24. In this case, Plaintiff alleges that when he and similarly situated employees earned
20 overtime wages, Defendants failed to pay them overtime wages at the proper overtime rate of pay
21 due to Defendants' failure to include all remuneration when calculating the overtime rate of pay.
22 Specifically, Defendants maintained a policy, practice, and/or procedure of failing to include all
23 remuneration such as "productivity pay", for example, when calculating Plaintiff's and similarly
24 situated employees' regular rate of pay for the purpose of paying overtime.

25 25. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants
26 failing to pay Plaintiff and similarly situated employees at their overtime rate of pay for all
27 overtime hours worked, in violation of Labor Code sections 510, 1194, 1198, and the Wage Order.

28 26. **Failure to authorize or permit all legally required and compliant meal periods**

1 **and/or failure to pay meal period premium wages:** Defendants often employed hourly non-
2 exempt employees, including the named Plaintiff and similarly situated employees, for shifts
3 longer than five (5) hours in length and shifts longer than ten (10) hours in length.

4 27. California law requires an employer to authorize or permit an uninterrupted meal
5 period of no less than thirty (30) minutes no later than the end of the employee's fifth hour of
6 work and a second meal period no later than the employee's tenth hour of work. Labor Code
7 section 512; Wage Order 1, §11. If the employee is not relieved of all duties during a meal period,
8 the meal period shall be considered an "on duty" meal period and counted as time worked. A paid
9 "on duty" meal period is only permitted when (1) the nature of the work prevents an employee
10 from being relieved of all duty and (2) the parties have a written agreement agreeing to on-duty
11 meal periods. If the employee is not free to leave the work premises or worksite during the meal
12 period, even if the employee is relieved of all other duty during the meal period, the employee is
13 subject to the employer's control and the meal period is counted as time worked. If an employer
14 fails to provide an employee a meal period in accordance with the law, the employer must pay the
15 employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally
16 required and compliant meal period was not provided. Labor Code section 226.7; Wage Order 1,
17 §11.

18 28. Here, Plaintiff and similarly situated employees worked shifts long enough to
19 entitle them to meal periods under California law. Nevertheless, Defendants employed policies,
20 practices, and/or procedures that resulted in their failure to authorize or permit meal periods to
21 Plaintiff and similarly situated employees of no less than thirty (30) minutes for each five-hour
22 period of work as required by law. Such policies, practices, and/or procedures included, but were
23 not limited to:

24 (a) "Rounding" or "shaving" Plaintiffs' and similarly situated employees' total daily
25 hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal
26 breaks, to the nearest quarter of an hour, to the benefit of Defendants.

27 29. Additionally, Defendants failed to pay Plaintiff and similarly situated employees a
28 meal period premium wage of one (1) additional hour of pay at their regular rate of compensation

1 for each workday the employees did not receive all legally required and compliant meal periods.
2 Defendants employed policies and procedures which ensured that employees did not receive any
3 meal period premium wages to compensate them for workdays in which they did not receive all
4 legally required and compliant meal periods.

5 30. Finally, on occasions when Defendants paid Plaintiff and similarly situated
6 employees a “premium” wage for late, missed, short, on-premise, on-duty, and/or interrupted meal
7 periods, Defendants failed to pay the one (1) additional hour of pay at Plaintiff’s and similarly
8 situated employees’ regular rate of compensation. Specifically, Defendants maintained a policy,
9 practice, and/or procedure of failing to include all remuneration such as “productivity pay”, for
10 example, when calculating Plaintiff’s and similarly situated employees’ regular rate of pay for the
11 purpose of paying meal period premium wages.

12 31. The aforementioned policies, practices, and/or procedures of Defendants resulted in
13 Plaintiff and similarly situated employees not being provided with all legally required and
14 compliant meal periods and/or not receiving premium wages to compensate them for such
15 instances, all in violation of California law.

16 32. **Failure to authorize and permit all legally required and compliant rest periods**
17 **and/or failure to pay rest period premiums:** Defendants often employed non-exempt
18 employees, including the named Plaintiff and similarly situated employees, for shifts of least
19 three-and-a-half (3.5) hours.

20 33. California law requires every employer to authorize and permit an employee a rest
21 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
22 Code section 226.7; Wage Order 1, §12. If the employer fails to authorize or permit a required rest
23 period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of
24 compensation for each workday the employer did not authorize or permit a legally required rest
25 period. *Id.* Under California law, “[e]mployees are entitled to 10 minutes’ rest for shifts from three
26 and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30
27 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v.*
28 *Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7; Wage Order 1,

1 §12. Rest periods, insofar as practicable, shall be in the middle of each work period. Wage Order
2 1, §12. Additionally, the rest period requirement “obligates employers to permit – and authorizes
3 employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*, (2016) 5
4 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all duties and
5 relinquish control over how employees spend their time. *Id.*

6 34. In this case, Plaintiff and similarly situated employees regularly worked shifts of
7 more than three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices,
8 and/or procedures that resulted in their failure to authorize or permit all legally required and
9 compliant rest periods to Plaintiff and similarly situated employees. Such policies, practices,
10 and/or procedures included, but were not limited to:

11 (a) Failing to provide Plaintiffs and similarly situated employees with net ten (10)
12 minute rest breaks for every four (4) hours worked or major fraction thereof; and

13 (b) During pay periods commissions exceeded hourly pay, Plaintiff and similarly
14 situated employees who were paid purely commissions were not paid for non-commission
15 generating activity such as, for example, rest breaks.

16 35. Additionally, Defendants failed to pay Plaintiff and similarly situated employees a
17 rest period premium wage of one (1) additional hour of pay at their regular rate of compensation
18 for each workday the employees did not receive all legally required and compliant rest periods.
19 Defendants employed policies and procedures which ensured that employees did not receive any
20 rest period premium wages to compensate them for workdays in which they did not receive all
21 legally required and compliant rest periods.

22 36. Finally, on occasions when Defendants did pay Plaintiff and similarly situated
23 employees a “premium” wage for late, missed, short, on-premise, on-duty, and/or interrupted rest
24 periods, Defendants failed to pay the one (1) additional hour of pay at Plaintiff’s and similarly
25 situated employees’ regular rate of compensation. Specifically, Defendants maintained a policy,
26 practice, and/or procedure of failing to include all remuneration such as “productivity pay”, for
27 example, when calculating Plaintiff’s and similarly situated employees’ regular rate of pay for the
28 purpose of paying rest period premiums.

1 37. The aforementioned policies, practices, and/or procedures of Defendants resulted in
2 Plaintiff and similarly situated employees not being provided with all legally required and
3 compliant rest periods and/or not receiving premium wages to compensate them for such
4 instances, all in violation of California law.

5 38. **Failure to provide accurate wage statements:** Labor Code section 226(a)
6 provides, *inter alia*, that, upon paying an employee his or her wages, the employer must “furnish
7 each of his or her employees ... an itemized statement in writing showing (1) gross wages earned,
8 (2) total hours worked by the employee, except for any employee whose compensation is solely
9 based on a salary and who is exempt from payment of overtime under subdivision (a) of Section
10 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate
11 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
12 deductions, provided, that all deductions made on written orders of the employee may be
13 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the pay period
14 for which the employee is paid, (7) the name of the employee and his or her social security
15 number, (8) the name and address of the legal entity that is the employer, and (9) all applicable
16 hourly rates in effect during the pay period and the corresponding number of hours worked at each
17 hourly rate by the employee.”

18 39. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
19 to provide accurate wage and hour statements to him and other similarly situated employees who
20 were subject to Defendants' control for uncompensated time and who did not receive all their
21 earned wages (including minimum wages, overtime wages, meal period premium wages, and/or
22 rest period premium wages), in violation of Labor Code section 226.

23 40. **Failure to timely pay final wages:** An employer is required to pay all unpaid
24 wages timely after an employee's employment ends. The wages are due immediately upon
25 termination or within seventy-two (72) hours of resignation. Labor Code sections 201, 202.

26 41. As a result of the aforementioned violations of the Labor Code, Plaintiff alleges
27 that he, and on information and belief, other similarly situated employees, were not paid their final
28 wages in a timely manner as required by Labor Code section 203. Minimum wages for all hours

1 worked, overtime wages for overtime hours worked, meal period premium wages, and/or rest
2 period premium wages (all described above), were not paid at the time of Plaintiff's and other
3 similarly situated employees' separation of employment, whether voluntarily or involuntarily, as
4 required by Labor Code sections 201, 202, and 203.

5 **V. CLASS DEFINITIONS AND CLASS ALLEGATIONS**

6 42. Plaintiff brings this action on behalf of himself, on behalf of others similarly
7 situated, and on behalf of the general public, and as members of a Class defined as follows:

8 A. **Minimum Wage Class:** All current and former hourly non-exempt
9 employees employed by Defendants as direct employees as well as temporary employees
10 employed through temp agencies in California at any time from four (4) years prior to the filing of
11 the initial Complaint in this matter through the date notice is mailed to a certified class who were
12 not paid at least minimum wage for all time they were subject to Defendants' control.

13 B. **Overtime Class:** All current and former hourly non-exempt employees
14 employed by Defendants as direct employees as well as temporary employees employed through
15 temp agencies in California at any time from four (4) years prior to the filing of the initial
16 Complaint in this matter through the date notice is mailed to a certified class who worked more
17 than eight (8) hours in a workday, forty (40) hours in a workweek, and/or seven (7) days in a
18 workweek, to whom Defendants did not pay overtime wages.

19 C. **Regular Rate Class:** All current and former hourly non-exempt employees
20 employed by Defendants as direct employees as well as temporary employees employed through
21 temp agencies in California at any time from four (4) years prior to the filing of the initial
22 Complaint in this matter through the date notice is mailed to a certified class who worked more
23 than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven (7)
24 days in a workweek, who received additional remuneration during pay periods in which they were
25 paid overtime wages, and whose compensation did not include such additional remuneration when
26 Defendants calculated those employees' overtimes wages.

27 D. **Meal Period Class:** All current and former hourly non-exempt employees
28 employed by Defendants as direct employees as well as temporary employees employed through

1 temp agencies in California at any time from four (4) years prior to the filing of the initial
2 Complaint in this matter through the date notice is mailed to a certified class who worked shifts
3 more than five (5) hours yet Defendants failed to authorize or permit all required duty-free meal
4 periods of not less than thirty (30) minutes.

5 **E. Meal Period Premium Wages Class:** All current and former hourly non-
6 exempt employees employed by Defendants as direct employees as well as temporary employees
7 employed through temp agencies in California at any time from four (4) years prior to the filing of
8 the initial Complaint in this matter through the date notice is mailed to a certified class who
9 received additional remuneration during pay periods in which they were paid meal period
10 premium wages and whose regular rate of pay did not include such additional remuneration when
11 Defendants calculated those employees' meal period premium wages.

12 **F. Rest Period Class:** All current and former hourly non-exempt employees
13 employed by Defendants as direct employees as well as temporary employees employed through
14 temp agencies in California at any time from four (4) years prior to the filing of the initial
15 Complaint in this matter through the date notice is mailed to a certified class who worked shifts of
16 at least three-and-a-half (3.5) hours who did not receive all required duty-free rest periods of a net
17 ten (10) minutes for every four (4) hours worked or major fraction thereof.

18 **G. Rest Period Premium Wages Class:** All current and former hourly non-
19 exempt employees employed by Defendant as direct employees as well as temporary employees
20 employed through temp agencies in California at any time from four (4) years prior to the filing of
21 the initial Complaint in this matter through the date notice is mailed to a certified class who
22 received additional remuneration during pay periods in which they were paid rest period premium
23 wages and whose regular rate of pay did not include such additional remuneration when Defendant
24 calculated those employees' rest period premium wages.

25 **H. Wage Statement Class:** All current and former hourly non-exempt
26 employees employed by Defendant as direct employees as well as temporary employees employed
27 through temp agencies in California at any time from one (1) year prior to the filing of the initial
28 Complaint in this action through the date notice is mailed to a certified class who received

1 inaccurate or incomplete wage and hour statements.

2 I. **Waiting Time Class:** All current and former hourly non-exempt employees
3 employed by Defendant as direct employees as well as temporary employees employed through
4 temp agencies in California at any time from three (3) years prior to the filing of the initial
5 Complaint in this action through the date notice is mailed to a certified class who did not receive
6 payment of all unpaid wages upon separation of employment within the statutory time period.

7 J. **California Class:** All aforementioned classes are herein collectively
8 referred to as the "California Class."

9 43. There is a well-defined community of interest in the litigation and the classes are
10 ascertainable:

11 A. **Numerosity:** While the exact number of class members in each class is
12 unknown to Plaintiff at this time, the Plaintiff classes are so numerous that the individual joinder
13 of all members is impractical under the circumstances of this case.

14 B. **Common Questions Predominate:** Common questions of law and fact
15 exist as to all members of the Plaintiff classes and predominate over any questions that affect only
16 individual members of each class. The common questions of law and fact include, but are not
17 limited to:

18 i. Whether Defendant violated Labor Code sections 1194 and 1197 by
19 not paying wages at the minimum wage rate for all time that the Minimum Wage Class Members
20 were subject to Defendants' control;

21 ii. Whether Defendants violated Labor Code sections 510 and 1194 by
22 not paying the Overtime Class Members at the applicable overtime rate for working in excess of
23 eight (8) hours in a workday, in excess of forty (40) hours in a workweek, and/or seven (7) days in
24 a workweek;

25 iii. Whether Defendant violated Labor Code sections 510 and 1194 by
26 not paying the Regular Rate Class Members at the applicable overtime rate for working in excess
27 of eight (8) hours in a workday, in excess of forty (40) hours in a workweek, and/or seven (7) days
28 in a workweek;

1 iv. Whether Defendant violated Labor Code sections 512 and 226.7, as
2 well as the applicable Wage Order, by employing the Meal Period Class Members without
3 providing all compliant and/or required meal periods and/or paying meal period premium wages;

4 v. Whether Defendant violated Labor Code sections 512 and 226.7, as
5 well as the applicable Wage Order, by employing the Meal Period Premium Wages Class
6 Members without paying meal period premium wages at the proper rate;

7 vi. Whether Defendant violated Labor Code section 226.7 by
8 employing the Rest Period Class Members without providing all compliant and/or required rest
9 periods and/or paying rest period premium wages;

10 vii. Whether Defendant violated Labor Code section 226.7, as well as
11 the applicable Wage Order, by employing the Rest Period Premium Wages Class Members
12 without paying rest period premium wages at the proper rate;

13 viii. Whether Defendant failed to provide the Wage Statement Class
14 Members with accurate itemized statements at the time they received their itemized statements;

15 ix. Whether Defendant failed to provide the Waiting Time Class
16 Members with all of their earned wages upon separation of employment within the statutory time
17 period;

18 x. Whether Defendant committed unlawful business acts or practice
19 within the meaning of Business and Professions Code sections 17200, *et seq.*;

20 xi. Whether Class Members are entitled to unpaid wages, penalties, and
21 other relief pursuant to their claims;

22 xii. Whether, as a consequence of Defendants' unlawful conduct, the
23 Class Members are entitled to restitution, and/or equitable relief; and

24 xiii. Whether Defendant's affirmative defenses, if any, raise any common
25 issues of law or fact as to Plaintiff and as to Class Members as a whole.

26 C. **Typicality:** Plaintiff's claims are typical of the claims of the class members
27 in each of the classes. Plaintiff and members of the Minimum Wage Class sustained damages
28 arising out of Defendant's failure to pay wages at least at minimum wage for all time the

1 employees were subject to Defendant's control. Plaintiff and members of the Overtime Wage
2 Class sustained damages arising out of Defendant's failure to pay overtime wages for overtime
3 hours worked. Plaintiff and members of the Regular Rate Class sustained damages arising out of
4 Defendants' failure to pay overtime wages at the proper rate for overtime hours worked. Plaintiff
5 and members of the Meal Period Class sustained damages arising out of Defendant's failure to
6 provide non-exempt employees with all required meal periods and/or meal periods that were duty-
7 free and not less than thirty (30) minutes and/or failure to pay meal period premium wages as
8 compensation. Plaintiff and members of the Meal Period Premium Wages Class sustained
9 damages arising out of Defendant's failure to pay meal period premium wages at the proper rate.
10 Plaintiff and members of the Rest Period Class sustained damages arising out of Defendant's
11 failure to provide non-exempt employees with all required rest periods and/or rest periods that
12 were duty-free and of a net ten (10) minutes and/or failure to pay rest period premium wages as
13 compensation. Plaintiff and members of the Rest Period Premium Wages Class sustained damages
14 arising out of Defendant's failure to pay rest period premium wages at the proper rate. Plaintiff
15 and members of the Wage Statement Class sustained damages arising out of Defendants' failure to
16 furnish them with accurate itemized wage statements in compliance with Labor Code section 226.
17 Plaintiff and members of the Waiting Time Class sustained damages arising out of Defendant's
18 failure to provide all unpaid yet earned wages due upon separation of employment within the
19 statutory time limit.

20 D. **Adequacy of Representation:** Plaintiff will fairly and adequately protect
21 the interests of the members of each class. Plaintiff has no interest that is adverse to the interests of
22 the other class members.

23 E. **Superiority:** A class action is superior to other available means for the fair
24 and efficient adjudication of this controversy. Because individual joinder of all members of each
25 class is impractical, class action treatment will permit a large number of similarly situated persons
26 to prosecute their common claims in a single forum simultaneously, efficiently, and without the
27 unnecessary duplication of effort and expense that numerous individual actions would engender.
28 The expenses and burdens of individual litigation would make it difficult or impossible for

individual members of each class to redress the wrongs done to them, while important public interests will be served by addressing the matter as a class action. The cost to and burden on the court system of adjudication of individualized litigation would be substantial, and substantially more than the costs and burdens of a class action. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

F. **Public Policy Consideration:** Employers throughout the state violate wage and hour laws. Current employees often are afraid to assert their rights out of fear of direct or indirect retaliation. Former employees fear bringing actions because they perceive their former employers can blacklist them in their future endeavors with negative references or by other means. Class actions provide the class members who are not named in the Complaint with a type of anonymity that allows for vindication of their rights.

FIRST CAUSE OF ACTION

FAILURE TO PAY WAGES FOR ALL HOURS OF WORK AT THE LEGAL MINIMUM

WAGE RATE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197

(Against All Defendants by Plaintiff and the Minimum Wage Class)

44. Plaintiff incorporates all paragraphs above as though fully set forth herein.

45. At all times relevant to this Complaint, Plaintiff and the Minimum Wage Class were hourly non-exempt employees of Defendants.

46. Pursuant to Labor Code sections 1194, 1197, and the Wage Order, Plaintiff and the Minimum Wage Class are entitled to receive wages for all hours worked, i.e., all time they were subject to Defendants' control, and those wages must be paid at least at the minimum wage rate in effect during the time the employees earned the wages.

47. Defendants' policies, practices, and/or procedures required Plaintiff and the Minimum Wage Class to be engaged, suffered, or permitted to work without being paid wages for all of the time in which they were subject to Defendants' control.

48. Defendants employed policies, practices, and/or procedures including, but not limited to: (1) “Rounding down” or “shaving down” Plaintiff’s and similarly situated employees’ total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs

1 for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants; and (2) during pay
2 periods commissions exceeded hourly pay, Plaintiff and similarly situated employees who were
3 paid purely commissions were not paid for non-commission generating activity such as, for
4 example, rest breaks.

5 49. Plaintiff and the Minimum Wage Class were not paid for this time resulting in
6 Defendants' failure to pay minimum wage for all the hours Plaintiff and the Minimum Wage Class
7 worked.

8 50. As a result of Defendants' unlawful conduct, Plaintiff and the Minimum Wage
9 Class have suffered damages in an amount subject to proof, to the extent that they were not paid
10 wages at a minimum wage rate for all hours worked.

11 51. Pursuant to Labor Code sections 1194 and 1194.2, Plaintiff and the Minimum
12 Wage Class are entitled to recover unpaid minimum wage, interest thereon, liquidated damages in
13 the amount of their unpaid minimum wage, and attorneys' fees and costs.

14 **SECOND CAUSE OF ACTION**

15 **FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF LABOR CODE**

16 **SECTIONS 510 and 1194**

17 **(Against All Defendants by Plaintiff, the Overtime Class, and the Regular Rate Class)**

18 52. Plaintiff incorporates all paragraphs above as though fully set forth herein.

19 53. At times relevant to this Complaint, Plaintiff, the Overtime Class, and the Regular
20 Rate Class were hourly non-exempt employees of Defendants, covered by Labor Code sections
21 510 and 1194 and the Wage Order 1.

22 54. Pursuant to Labor Code sections 510 and 1194 and the Wage Order 1, hourly non-
23 exempt employees are entitled to receive a higher rate of pay for all hours worked in excess of
24 eight (8) hours in a workday, forty (40) hours in a workweek, and on the seventh day of work in a
25 workweek.

26 55. Labor Code section 510, subdivision (a), states in relevant part:

27 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
28 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

1 compensated at the rate of no less than one and one-half times the regular rate of
2 pay for an employee. Any work in excess of 12 hours in one day shall be
3 compensated at the rate of no less than twice the regular rate of pay for an
4 employee. In addition, any work in excess of eight hours on any seventh day of a
5 workweek shall be compensated at the rate of no less than twice the regular rate of
6 pay of an employee. Nothing in this section requires an employer to combine more
7 than one rate of overtime compensation in order to calculate the amount to be paid
8 to an employee for any hour of overtime work.

9 56. Further, Labor Code section 1198 provides,

10 The maximum hours of work and the standard conditions of labor fixed by the
11 commission shall be the maximum hours of work and the standard conditions of
12 labor for employees. The employment of any employee for longer hours than those
13 fixed by the order or under conditions of labor prohibited by the order is unlawful.

14 57. Despite California law requiring employers to pay employees a higher rate of pay
15 for all hours worked more than eight (8) hours in a workday, more than forty (40) hours in a
16 workweek, and on the seventh day of work in a workweek, Defendants failed to pay all overtime
17 wages to Plaintiff and the Overtime Class for their daily overtime hours worked.

18 58. Specifically, Defendants' employed policies, practices, and/or procedures
19 including, but not limited to: (1) "Rounding down" or "shaving down" Plaintiff's and similarly
20 situated employees' total daily hours at the time of their clock-ins and clock-outs, including clock-
21 ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants;
22 and (2) during pay periods commissions exceeded hourly pay, Plaintiff and similarly situated
23 employees who were paid purely commissions were not paid for non-commission generating
24 activity such as, for example, rest breaks.

25 59. Plaintiff and the Overtime Class were not paid for this time.

26 60. To the extent that the foregoing unpaid time resulted from Plaintiff and the
27 Overtime Class being subject to the control of Defendants when they worked more than eight (8)
28 hours in a workday, more than forty (40) hours in a workweek, and/or seven days in a workweek,
Defendants failed to pay them at their overtime rate of pay for all the overtime hours they worked.

61. Overtime is based upon an employee's regular rate of pay. "The regular rate at
which an employee is employed shall be deemed to include all remuneration for employment paid
to, or on behalf, of the employee." See Division of Labor Standards Enforcement – Enforcement
Policies and Interpretations Manual, Section 49.1.2.

62. In this case, when Plaintiff and Regular Rate Class Members earned overtime wages, Defendants failed to pay them overtime wages at the proper overtime rate of pay due to Defendants' failure to include all remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a policy, practice, and/or procedure of failing to include all remuneration such as service charges, for example, when calculating Plaintiff's and Regular Rate Class Members' regular rate of pay for the purpose of paying overtime.

63. As a result of Defendants' unlawful conduct, Plaintiff, the Overtime Class, and the Regular Rate Class have suffered damages in an amount subject to proof, to the extent that they were not paid at their proper overtime rate of pay for all hours worked which constitute overtime.

64. Pursuant to Labor Code section 1194, Plaintiff, the Overtime Class, and the Regular Rate Class are entitled to recover the full amount of their unpaid overtime wages, prejudgment interest, and attorneys' fees and costs.

THIRD CAUSE OF ACTION

FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF LABOR

CODE SECTIONS 512 AND 226.7

(Against All Defendants by Plaintiff, the Meal Period Class, and the Meal Period Premium Wages Class)

65. Plaintiff incorporates all paragraphs above as though fully set forth herein.

66. At all times relevant to this Complaint, Plaintiff, the Meal Period Class, and the Meal Period Premium Wages Class were hourly non-exempt employees of Defendants, covered by Labor Code sections 512 and 226.7 and the Wage Order.

67. California law requires an employer to authorize or permit an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities no later than the end of the employee's fifth hour of work and a second meal period no later than the employee's tenth hour of work. Labor Code sections 226.7, 512; Wage Order 1, §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. If the employer requires the employee to remain at the work site or facility during the meal period, the meal period must be paid. This is true even

1 where the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v.*
2 *Bradshaw* (1995) 32 Cal.App.4th 968. Labor Code section 226.7 provides that if an employee
3 does not receive a required meal or rest period that “the employer shall pay the employee one
4 additional hour of pay at the employee’s regular rate of compensation for each workday that the
5 meal or rest period is not provided.”

6 68. In this case, Plaintiff and the Meal Period Class worked shifts long enough to
7 entitle them to meal periods under California law. Nevertheless, Defendants employed policies,
8 practices, and/or procedures that resulted in their failure to authorize or permit meal periods to
9 Plaintiff and the Meal Period Class of no less than thirty (30) minutes for each five-hour period of
10 work as required by law. Such policies, practices, and/or procedures included, but were not limited
11 to, “Rounding” or “shaving” Plaintiffs’ and similarly situated employees’ total daily hours at the
12 time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the
13 nearest quarter of an hour, to the benefit of Defendants.

14 69. Additionally, Defendants failed to pay Plaintiff and the Meal Period Class one (1)
15 hour of pay at their regular rate of pay for each workday they did not receive all legally required
16 and legally compliant meal periods. Defendants lacked a policy and procedure for compensating
17 Plaintiff and the Meal Period Class with premium wages when they did not receive all legally
18 required and legally compliant meal periods.

19 70. Finally, on occasions when Defendants paid Plaintiff and the Meal Period Premium
20 Wages Class a “premium” wage for late, missed, short, on-premise, on-duty, and/or interrupted
21 meal periods, Defendants failed to pay the one (1) additional hour of pay at Plaintiff’s and the
22 Meal Period Premium Wages Class’ regular rate of compensation. Specifically, Defendants
23 maintained a policy, practice, and/or procedure of failing to include all remuneration such as
24 “productivity pay”, for example, when calculating Plaintiff’s and similarly situated employees’
25 regular rate of pay for the purpose of paying meal period premium wages.

26 71. Defendants’ unlawful conduct alleged herein occurred in the course of
27 employment of Plaintiff, the Meal Period Class, and the Meal Period Premium Wages Class and
28 such conduct has continued through the filing of this Complaint.

72. Because Defendants failed to provide employees with meal periods in compliance with the law, Defendants are liable to Plaintiff, the Meal Period Class, and the Meal Period Premium Wages Class for one (1) hour of additional pay at the regular rate of compensation for each workday that Defendants did not provide all legally required and legally compliant meal periods, pursuant to Labor Code section 226.7 and the Wage Order.

73. Plaintiff, on behalf of himself, the Meal Period Class, and the Meal Period Premium Wages Class seeks damages and all other relief allowable, including a meal period premium wage for each workday Defendants failed to provide all legally required and legally compliant meal periods, plus pre-judgment interest.

FOURTH CAUSE OF ACTION

FAILURE TO AUTHORIZE OR PERMIT REQUIRED REST PERIODS IN VIOLATION OF LABOR CODE SECTION 226.7

**(Against All Defendants by Plaintiff, the Rest Period Class, and the Rest Period Premium
Wages Class)**

74. Plaintiff incorporates all paragraphs above as though fully set forth herein.

75. At all times relevant to this Complaint, Plaintiff, the Rest Period Class, and the Rest Period Premium Wages Class were employees of Defendants, covered by Labor Code section 226.7 and Wage Order 1.

76. California law requires 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. The authorized 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....” Wage Order 1, §12. Employees are entitled to 10 minutes rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7. Additionally, the rest period requirement “obligates employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods

1 employers must relieve employees of all duties and relinquish control over how employees spend
2 their time. *Id.* If an employer fails to provide an employee a rest period in accordance with the
3 applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the
4 employee's regular rate of compensation for each work day that the rest period is not provided."
5 Wage Order 1, §12; Labor Code section 226.7.

6 77. In this case, Plaintiff and the Rest Period Class regularly worked shifts of more
7 than three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices, and/or
8 procedures that resulted in their failure to authorize or permit all legally required and compliant
9 rest periods to Plaintiff and the Rest Period Class. Such policies, practices, and/or procedures
10 included, but were not limited to: (1) failing to provide Plaintiffs and similarly situated employees
11 with net ten (10) minute rest breaks for every four (4) hours worked or major fraction thereof; and
12 (2) during pay periods commissions exceeded hourly pay, Plaintiff and similarly situated
13 employees who were paid purely commissions were not paid for non-commission generating
14 activity such as, for example, rest breaks.

15 78. Additionally, Defendants failed to pay Plaintiff and the Rest Period Class one (1)
16 hour of pay at their regular rate of pay for each workday they did not receive all legally required
17 and legally compliant rest periods. Defendants lacked a policy and procedure for compensating
18 Plaintiff and the Rest Period Class with premium wages when they did not receive all legally
19 required and legally compliant rest periods.

20 79. Further, on occasions when Defendants did pay Plaintiff and the Rest Period
21 Premium Wages Class a "premium" wage for late, missed, short, on-premise, on-duty, and/or
22 interrupted rest periods, Defendants failed to pay the one (1) additional hour of pay at Plaintiff's
23 and the Rest Period Premium Wages Class' regular rate of compensation. Specifically, Defendants
24 maintained a policy, practice, and/or procedure of failing to include all remuneration such as
25 "productivity pay", for example, when calculating Plaintiff's and similarly situated employees'
26 regular rate of pay for the purpose of paying rest period premiums.

27 80. Defendants' unlawful conduct alleged herein occurred in the course of employment
28 of Plaintiff, the Rest Period Class, and the Rest Period Premium Wages Class and such conduct

1 has continued through the filing of this Complaint.

2 81. Because Defendants failed to provide employees with rest periods in compliance
3 with the law, Defendants are liable to Plaintiff, the Rest Period Class, and the Rest Period
4 Premium Wages Class for one (1) hour of additional pay at the regular rate of compensation for
5 each workday that Defendants did not provide all legally required and legally compliant rest
6 periods, pursuant to Labor Code section 226.7 and the Wage Order.

7 82. Plaintiff, on behalf of himself, the Rest Period Class, and the Rest Period Premium
8 Wages Class seeks damages and all other relief allowable, including a rest period premium wage
9 for each workday Defendants failed to provide all legally required and legally compliant rest
10 periods, plus pre-judgment interest.

11 **FIFTH CAUSE OF ACTION**

12 **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN**
13 **VIOLATION OF LABOR CODE SECTION 226**

14 **(Against All Defendants by Plaintiff and the Wage Statement Class)**

15 83. Plaintiff incorporates all paragraphs above as though fully set forth herein.

16 84. At all times relevant to this Complaint, Plaintiff and the Wage Statement Class
17 were hourly, non-exempt employees of Defendants, covered by Labor Code section 226.

18 85. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and the Wage
19 Statement Class were entitled to receive, semimonthly or at the time of each payment of wages, an
20 itemized wage statement accurately stating the following:

21 (1) gross wages earned, (2) total hours worked by the employee, except for any
22 employee whose compensation is solely based on a salary and who is exempt from
23 payment of overtime under subdivision (a) of Section 515 or any applicable order of
24 the Industrial Welfare Commission, (3) the number of piece-rate units earned and
25 any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
26 deductions, provided that all deductions made on written orders of the employee
27 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
28 dates of the period for which the employee is paid, (7) the name of the employee
and his or her social security number, except that by January 1, 2008, only the last
four digits of his or her social security number or an employee identification number
other than a social security number may be shown on the itemized statement, (8) the
name and address of the legal entity that is the employer, and (9) all applicable
hourly rates in effect during the pay period and the corresponding number of hours
worked at each hourly rate by the employee.

86. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed

1 to provide accurate wage and hour statements to him and the Wage Statement Class who were
2 subject to Defendants' control for uncompensated time and who did not receive all their earned
3 wages (including minimum wages, overtime wages, meal period premium wages, and/or rest
4 period premium wages), in violation of Labor Code section 226.

5 87. Defendants provided Plaintiff and the Wage Statement Class with itemized
6 statements which stated inaccurate information including, but not limited to, the number of hours
7 worked, the gross wages earned, and the net wages earned.

8 88. Defendants' failure to provide Plaintiff and the Wage Statement Class with
9 accurate wage statements was knowing and intentional. Defendants had the ability to provide
10 Plaintiff and the Wage Statement Class with accurate wage statements but intentionally provided
11 wage statements they knew were not accurate. Defendants knowingly and intentionally put in
12 place practices which deprived employees of wages and resulted in Defendants knowingly and
13 intentionally providing inaccurate wage statements. These practices included Defendants' failure
14 to include all hours worked and all wages due.

15 89. As a result of Defendants' unlawful conduct, Plaintiff and the Wage Statement
16 Class have suffered injury. The absence of accurate information on their wage statements has
17 prevented earlier challenges to Defendants' unlawful pay practices, will require discovery and
18 mathematical computations to determine the amount of wages owed, and will cause difficulty and
19 expense in attempting to reconstruct time and pay records. Defendants' conduct led to the
20 submission of inaccurate information about wages and amounts deducted from wages to state and
21 federal government agencies. As a result, Plaintiff and the Wage Statement Class are required to
22 participate in this lawsuit and create more difficulty and expense for Plaintiff and the Wage
23 Statement Class from having to reconstruct time and pay records than if Defendants had complied
24 with their legal obligations.

25 90. Pursuant to Labor Code section 226(e), Plaintiff and the Wage Statement Class are
26 entitled to recover fifty (50) dollars per employee for the initial pay period in which a section 226
27 violation occurred and one hundred dollars per employee per violation for each subsequent pay
28 period, not to exceed an aggregate penalty of four thousand (4,000) dollars per employee.

1 91. Pursuant to Labor Code section 226(h), Plaintiff and the Wage Statement Class are
2 entitled to bring an action for injunctive relief to ensure Defendants' compliance with Labor Code
3 section 226(a). Injunctive relief is warranted because Defendants continue to provide currently
4 employed Wage Statement Class members with inaccurate wage statements in violation of Labor
5 Code section 226(a) and currently employed Wage Statement Class members have no adequate
6 legal remedy for the continuing injuries that will be suffered as a result of Defendants' ongoing
7 unlawful conduct. Injunctive relief is the only remedy available for ensuring Defendants'
8 compliance with Labor Code section 226(a).

9 92. Pursuant to Labor Code sections 226(e) and 226(h), Plaintiff and the Wage
10 Statement Class are entitled to recover the full amount of penalties due under section 226(e),
11 reasonable attorneys' fees, and costs of suit.

12 **SIXTH CAUSE OF ACTION**

13 **FAILURE TO PAY ALL WAGES TIMELY UPON SEPARATION OF EMPLOYMENT** 14 **IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

15 **(Against All Defendants by Plaintiff and the Waiting Time Class)**

16 93. Plaintiff incorporates all paragraphs above as though fully set forth herein.

17 94. At all times relevant to this Complaint, Plaintiff and the Waiting Time Class were
18 employees of Defendants, covered by Labor Code sections 201 and 202.

19 95. An employer is required to pay all unpaid wages timely after an employee's
20 employment ends. The wages are due immediately upon termination or within seventy-two (72)
21 hours of resignation. Labor Code sections 201, 202. If an employee gave seventy-two (72) hours
22 previous notice, they were entitled to payment of all wages earned and unpaid at the time of
23 resignation. *Id.*

24 96. Defendants failed to pay Plaintiff and on information and belief, the Waiting Time
25 Class, with all wages earned and unpaid prior to separation of employment, in accordance with
26 either Labor Code section 201 or 202. Plaintiff is informed and believes and thereon alleges that at
27 all relevant times within the limitations period applicable to this cause of action, Defendants
28 maintained a policy or practice of not paying hourly employees all earned wages timely upon

1 separation of employment.

2 97. Defendants' failure to pay Plaintiff and the Waiting Time Class with all wages
3 earned prior to separation of employment timely in accordance with Labor Code sections 201 and
4 202 was willful. Defendants had the ability to pay all wages earned by hourly workers prior to
5 separation of employment in accordance with Labor Code sections 201 and 202, but intentionally
6 adopted policies or practices incompatible with the requirements of Labor Code sections 201 and
7 202. Defendants' practices include failing to pay at least minimum wage for all time worked,
8 overtime wages for all overtime hours worked, meal period premium wages, and/or rest period
9 premium wages. When Defendants failed to pay Plaintiff and the Waiting Time Class all earned
10 wages timely upon separation of employment, they knew what they were doing and intended to do
11 what they did.

12 98. Pursuant to either Labor Code section 201 or 202, Plaintiff and the Waiting Time
13 Class are entitled to all wages earned prior to separation of employment that Defendants have yet
14 to pay them.

15 99. Pursuant to Labor Code section 203, Plaintiff and the Waiting Time Class are
16 entitled to continuation of their wages, from the day their earned and unpaid wages were due until
17 paid, up to a maximum of thirty (30) days.

18 100. As a result of Defendants' conduct, Plaintiff and the Waiting Time Class have
19 suffered damages in an amount, subject to proof, to the extent they were not paid for all wages
20 earned prior to separation of employment.

21 101. As a result of Defendants' conduct, Plaintiff and the Waiting Time Class have
22 suffered damages in an amount, subject to proof, to the extent they were not paid all continuation
23 wages owed under Labor Code section 203.

24 102. Plaintiff and the Waiting Time Class are entitled to recover the full amount of their
25 unpaid wages, continuation wages under Labor Code section 203, and interest thereon.

26 **SEVENTH CAUSE OF ACTION**

27 **UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS**
28 **CODE SECTIONS 17200, ET SEQ.**

(Against All Defendants by Plaintiff and the California Class)

103. Plaintiff incorporates all paragraphs above as though fully set forth herein.

104. The unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. This unfair conduct includes Defendants' use of policies, practices, and/or procedures which resulted in: failure to pay employees at least at the minimum wage rate for all hours which they worked; failure to pay overtime wages for all overtime hours worked; failure to authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest period premium wages; failure to provide accurate wage and hour statements; and failure to timely pay all wages due upon separation of employment. Due to their unfair and unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to pay minimum wages for all hours worked; pay overtime wages for all overtime hours worked; authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; authorize or permit all legally required and/or compliant rest periods or pay rest period premium wages; provide accurate wage and hour statements; and timely pay all wages due upon separation of employment.

105. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the California Class have suffered injury in fact and lost money or property, as described in more detail above.

106. Pursuant to Business and Professions Code section 17203, Plaintiff and the California Class are entitled to restitution of all wages and other monies rightfully belonging to them that Defendants failed to pay and wrongfully retained by means of their unlawful and unfair business practices. Plaintiff also seeks an injunction against Defendants on behalf of the California Class enjoining Defendants, and any and all persons acting in concert with them, from engaging in each of the unlawful policies, practices, and/or procedures set forth herein.

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1 appropriate.

2 **ON THE SECOND CAUSE OF ACTION:**

3 1. That Defendants be found to have violated the overtime provisions of the Labor
4 Code and the IWC Wage Order as to Plaintiff, the Overtime Class, and the Regular Rate Class;

5 2. For damages, according to proof, including but not limited to unpaid wages;

6 3. For any and all legally applicable penalties;

7 4. For pre-judgment interest, including but not limited to that recoverable under Labor
8 Code section 1194, and post-judgment interest;

9 5. For attorneys' fees and costs of suit, including but not limited to that recoverable
10 under Labor Code section 1194; and

11 6. For such other further relief, in law and/or equity, as the Court deems just or
12 appropriate.

13 **ON THE THIRD CAUSE OF ACTION:**

14 1. That Defendants be found to have violated the meal period provisions of the Labor
15 Code and the IWC Wage Order as to Plaintiff, the Meal Period Class, and the Meal Period
16 Premium Wages Class;

17 2. For damages, according to proof, including unpaid premium wages;

18 3. For any and all legally applicable penalties;

19 4. For pre-judgment interest, including but not limited to that recoverable under Labor
20 Code section 218.6, and post-judgment interest; and

21 5. For such other further relief, in law and/or equity, as the Court deems just or
22 appropriate.

23 **ON THE FOURTH CAUSE OF ACTION:**

24 1. That Defendants be found to have violated the rest period provisions of the Labor
25 Code and the IWC Wage Order as to Plaintiff, the Rest Period Class, and the Rest Period Premium
26 Wages Class;

27 2. For damages, according to proof, including unpaid premium wages;

28 3. For any and all legally applicable penalties;

1 4. For pre-judgment interest, including but not limited to that recoverable under Labor
2 Code section 218.6, and post-judgment interest; and

3 5. For such other further relief, in law and/or equity, as the Court deems just or
4 appropriate.

5 **ON THE FIFTH CAUSE OF ACTION:**

6 1. That Defendants be found to have violated the provisions of the Labor Code
7 regarding accurate itemized paystubs as to Plaintiff and the Wage Statement Class;

8 2. For damages and/or penalties, according to proof, including damages and/or
9 statutory penalties under Labor Code section 226, subdivision (e), and any other legally applicable
10 damages or penalties;

11 3. For pre-judgment interest and post-judgment interest;

12 4. For an injunction against Defendants enjoining them, and any and all persons
13 acting in concert with them, from engaging in violations of Labor Code section 226, subdivision
14 (a);

15 5. For attorneys' fees and costs of suit, including but not limited to those recoverable
16 under Labor Code section 226, subdivision (e); and

17 6. For such other further relief, in law and/or equity, as the Court deems just or
18 appropriate.

19 **ON THE SIXTH CAUSE OF ACTION:**

20 1. That Defendants be found to have violated the provisions of the Labor Code
21 regarding payment of all unpaid wages due upon resignation or termination as to Plaintiff and the
22 Waiting Time Class;

23 2. For damages and/or penalties, according to proof, including damages and/or
24 statutory penalties under Labor Code section 203 and any other legally applicable damages or
25 penalties;

26 3. For pre-judgment interest, including under Labor Code section 218.6, and post-
27 judgment interest; and

28 4. For such other further relief, in law and/or equity, as the Court deems just or

1 appropriate.

2 **ON THE SEVENTH CAUSE OF ACTION:**

3 1. That Defendants be found to have violated Business and Professions Code sections
4 17200, *et seq.*, for the conduct alleged herein as to the California Class;

5 2. A declaratory judgment that the practices complained herein are unlawful;

6 3. An injunction against Defendants enjoining them, and any and all persons acting in
7 concert with them, from engaging in each of the unlawful practices, policies and patterns set forth
8 herein;

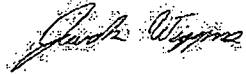
9 4. For restitution to the full extent permitted by law; and

10 5. For such other further relief, in law and/or equity, as the Court deems just or
11 appropriate.

12
13 Dated: January 10, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

14
15 By:



Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Jovahn Wiggins, Esq.
Cassandra Castro, Esq.
Attorneys for Plaintiff
JOSE MARAVILLA,
on behalf of himself and others similarly situated

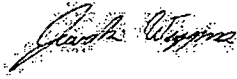
DEMAND FOR JURY TRIAL

Plaintiff JOSE MARAVILLA demands a trial by jury for himself and the California Class
on all claims so triable.

Dated: January 10, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By:



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