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Clerk of the Superior Court  
By Irma Cook, Deputy Clerk

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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 ORANGE COUNTY

12 30-2014-00726341-CU-OE-CXC

13 Joe Ortiz

CASE NO.: Judge Kim G. Dunning

14 Plaintiff,

**CLASS ACTION COMPLAINT FOR:**

15 v.

- 16 **1. Representative Claim for Failure to Provide Meal Breaks in Violation of Labor Code §§512 and 1198;**
- 17 **2. Class and Representative Claim for Failure to Pay Wages as Required by California Labor Code §226.7;**
- 18 **3. Class and Representative Claim for Failure to Pay Wages as Required by California Labor Code §204;**
- 19 **4. Representative Claim for Failure to Pay Overtime Wages in Violation of Labor Code §§510 and 1194;**
- 20 **5. Representative Claim for Failure to Accurately Record Hours Worked in Violation of the Wage Order and Labor Code §1198;**
- 21 **6. Representative Claim for Failure to Provide an Accurate Itemized Paystub in Violation of California Labor Code §226;**
- 22 **7. Representative Claim for Violation of Labor Code §§201 and 202;**
- 23 **8. Class and Representative Claim for Failure to Reimburse Employee Business Expenses in Violation of Labor Code §§2802; and**
- 24 **9. Representative Claim for Violation of Business and Professions Code §17200 *et seq.* against all Defendants.**

15 ARG Resources LLC, and DOES  
1 through 10, inclusive,

16 Defendants.

**DEMAND FOR JURY TRIAL**

1 Plaintiff Joe Ortiz (“Plaintiff”) alleges as follows:  
2

3 **INTRODUCTION**

4 1. Plaintiff brings this Complaint to recover wages and civil penalties that are  
5 owed to him and other past and present General Managers as a result of a series of Labor  
6 Code violations by ARG Resources LLC (hereinafter “ARG” or “Defendant”).

7 2. Plaintiff brings the First through Eighth causes of action in this Complaint  
8 as a Private Attorney General on behalf of the State of California and other current and  
9 former ARG employees pursuant to California Labor Code §2699 *et seq.*

10 3. Plaintiff brings the Second through Eighth Causes of Action in this  
11 Complaint on behalf of himself and a class of current and former ARG employees  
12 pursuant to California Code of Civil Procedure §382. The class includes two subclasses  
13 defined as follows: Subclass 1 – All individuals who have worked for Defendant as an  
14 Hourly Employee in California at any time since the date four years prior to the filing of  
15 the instant case who are recorded in Defendant’s own records as working a shift in excess  
16 of five hours without an uninterrupted thirty-minute meal break prior to the fifth hour of  
17 work; and Subclass 2 – All individuals who have worked for Defendant as a General  
18 Manager in California at any time since the date four years prior to the filing of the instant  
19 case.

20 4. Plaintiff’s class claims are limited to claims for unpaid wages and  
21 unreimbursed expenses. All claims for penalties are brought exclusively as a Private  
22 Attorney General.

23 5. With regard to the violations of Business and Professions Code §17200 *et*  
24 *seq.* alleged in the Ninth Cause of Action, Plaintiff brings a representative action on behalf  
25 of all ARG employees subject to the unfair practices that are described or incorporated by  
26 reference therein.  
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1 **THE PARTIES**

2 6. Ortiz is a citizen of the United States and a resident of Orange County,  
3 California. From July 2010 until June 13, 2013, ARG employed Ortiz in Orange County,  
4 California as an Hourly Employee. At the time of his termination, Ortiz held the position  
5 of General Manager.

6 7. ARG is a corporation organized under the laws of the state of Georgia that  
7 operates fast-food restaurants across California.

8 8. Plaintiff is currently unaware of the true names and capacities of the  
9 Defendants sued herein as Does 1 through 10 (the "Doe Defendants") and therefore sues  
10 the Doe Defendants by such fictitious names. Ortiz will amend this Complaint to allege  
11 the true names and capacities of the Doe Defendants when they are ascertained.

12 9. Plaintiff is informed and believes, and thereon alleges, that the Doe  
13 Defendants are the partners, agents, or principals and co-conspirators of the named  
14 Defendant, and of each other; that the named Defendant and the Doe Defendants  
15 performed the acts and conduct herein alleged directly, aided and abetted the performance  
16 thereof, or knowingly acquiesced in, ratified, and accepted the benefits of such acts and  
17 conduct, and therefore each of the Doe Defendants is liable to Ortiz to the extent of the  
18 liability of the named Defendants as alleged herein.

19 10. Plaintiff is informed and believes, and on that basis alleges, that at all times  
20 herein mentioned, all of the Defendants are a single employer.

21 11. Plaintiff is informed and believes, and on that basis alleges, that at all times  
22 herein mentioned, each of the Defendants was the agent, servant and/or employee of each  
23 of the other Defendants and in connection with the matters hereinafter alleged, was acting  
24 within the scope of such agency and employment, and each Defendant ratified each and  
25 every act, omission and thing done by each and every other Defendant herein.  
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1 **JURISDICTION AND VENUE**

2 12. This Court has jurisdiction in this action because the Defendants committed  
3 intentional, tortious acts in Orange County, because one or more Defendants reside in this  
4 jurisdiction, and because service was effected on one or more Defendants while  
5 voluntarily present in California.

6 13. Venue is proper under California Code of Civil Procedure §395.5, as it is  
7 the county where liability against ARG arises.

8  
9 **LABOR CODE §2699**

10 14. Plaintiff realleges and incorporates herein by this reference the allegations  
11 of paragraphs 1 through 13 hereof, inclusive.

12 15. California Labor Code §2699 *et seq.* authorizes Plaintiff to recover civil  
13 penalties on behalf of himself, the State of California, and all other ARG General  
14 Managers and Hourly Employees who have been employed in California for each Labor  
15 Code violation described herein.

16 16. Plaintiff hereby seeks to recover civil penalties for each Labor Code  
17 violation described herein on behalf of himself, the State of California, and all other ARG  
18 General Managers and Hourly Employees who have been employed in California  
19 pursuant to California Labor Code §2699 *et seq.*

20 17. Pursuant to California Labor Code §2699.3, on April 25, 2014, Plaintiff  
21 gave written notice by certified mail to the Labor and Workforce Development Agency  
22 and the employer of the specific provisions of the code alleged to be violated in this  
23 Complaint, including the facts and theories to support the alleged violation.

24 18. More than 33 days have passed since Plaintiff gave written notice by  
25 certified mail to the Labor and Workforce Development Agency and the employer. The  
26 Labor and Workforce Development Agency has not provided any notice of intent to  
27 investigate any of the alleged violations.

1 **COMMON ALLEGATIONS**

2 19. Plaintiff realleges and incorporates herein by this reference the allegations  
3 of paragraphs 1 through 18 hereof, inclusive.

4 20. ARG owns and operates fast food restaurants in California.

5 21. ARG employs a General Manager at each of its California restaurants.

6 22. All General Managers at ARG are subject to a common policy regarding the  
7 hours that they are required to work.

8 23. All General Managers at ARG are subject to a common policy regarding  
9 overtime pay.

10 24. ARG uses a common system to track work hours for all of its General  
11 Managers in California.

12 25. ARG uses a common system to track payroll for all of its General Managers  
13 in California.

14 26. At all times relevant hereto, ARG has required its General Managers in  
15 California to work more than 40 hours per week in the restaurant to which the General  
16 Manager is assigned.

17 27. At all times relevant hereto, ARG has required all of its General Managers  
18 to be available by phone to both their subordinates and superiors 24 hours per day and  
19 seven days per week. This on-call availability is in addition to the hours that each General  
20 Manager is required to work in the restaurant.

21 28. Since at least May of 2010, ARG has refused to pay General Managers in  
22 California for the time that General Managers spend actively working outside of the  
23 restaurant as a result of the on-call requirement (“on-call work”).

24 29. During all times relevant hereto, ARG has refused to record or track the  
25 time or duration of on-call work performed by General Managers in California.

26 30. During all times relevant hereto, ARG has failed to report the hours of on-  
27 call work performed each pay period by each General Manager in California on the  
28 paystub provided to that General Manager.

1 **FIRST CAUSE OF ACTION**

2 **(Failure to Provide Timely Meal Breaks**

3 **in Violation of Labor Code §§512 and 1198)**

4 31. Plaintiff realleges and incorporates herein by this reference the allegations  
5 of paragraphs 1 through 30 hereof, inclusive.

6 32. California Labor Code §512 and the applicable Wage Order require that  
7 ARG provide an uninterrupted thirty-minute meal break to each Hourly Employee who  
8 works five or more hours in a day.

9 33. Labor Code §1198 requires that ARG comply with the meal break  
10 requirements of the applicable Wage Order.

11 34. ARG requires Hourly Employees at its California facilities to work shifts in  
12 excess of five hours per day.

13 35. ARG required Plaintiff to work shifts in excess of five hours per day while  
14 he was employed at ARG.

15 36. ARG sometimes requires Hourly Employees in its California facilities to  
16 work shifts in excess of twelve hours per day.

17 37. Since at least 2010, ARG has maintained a uniform policy with regard to  
18 meal breaks at all of its facilities in California. Under that uniform policy, Hourly  
19 Employees are not provided a first meal break until after six hours of work and there is no  
20 second meal break provided for shifts over ten hours.

21 38. As a result of the uniform policy described above, there have been some  
22 occasions on which ARG failed to provide timely thirty-minute meal breaks to Hourly  
23 Employees who worked shifts in excess of five hours. This failure to provide breaks has  
24 occurred on a regular basis beginning at least in 2010 and continuing to the present day.

25 39. There have also been some occasions on which ARG did provide a timely  
26 thirty-minute meal break to Hourly Employees who were not entitled to one under the  
27 uniform policy.

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1 40. While employed at ARG, Plaintiff worked some shifts in excess of five  
2 hours per day without being allowed to take a timely meal break.

3 41. As a result of the uniform policy described above, ARG failed to provide a  
4 second thirty-minute meal break to Hourly Employees who worked shifts in excess of ten  
5 hours.

6 42. There have also been some occasions on which ARG did provide a second  
7 thirty-minute meal break to Hourly Employees who worked shifts in excess of ten hours.

8 43. ARG maintains a tracking system designed to identify when an Hourly  
9 Employee has taken a meal break.

10 44. Even when the tracking system indicates that an Hourly Employee has not  
11 taken a timely meal break to which he or she is entitled, ARG, as a matter of policy,  
12 refuses to pay the Hourly Employee the one hour of wages to which he or she is entitled  
13 under Labor Code §226.7.

14 45. At all times described herein, ARG has acted deliberately with oppression,  
15 fraud, and malice to deprive its Hourly Employees of the payments to which they are  
16 entitled under Labor Code §226.7.

17  
18 **SECOND CAUSE OF ACTION**

19 **(Failure to Pay Wages as Required by California Labor Code §226.7)**

20 46. Plaintiff realleges and incorporates herein by this reference the allegations  
21 of paragraphs 1 through 45 hereof, inclusive.

22 47. Each day that ARG failed to provide an Hourly Employee with all of the  
23 meal breaks to which he or she was entitled, ARG was required by Labor Code §226.7 to  
24 pay that Hourly Employee an additional hour of pay at the Hourly Employee's regular rate  
25 of compensation.

26 48. ARG maintains a policy of refusing to pay wages as required by Labor  
27 Code §226.7 even when the company's own records show that an Hourly Employee did  
28 not timely receive a required meal break on time.

1 49. At all times described herein, ARG has been aware that it owes wages to its  
2 Hourly Employees pursuant to Labor Code §226.7, and ARG has actually tracked the  
3 amount of money that the company has made by withholding the required payments from  
4 its Hourly Employees.

5 50. At all times described herein, ARG has acted deliberately with oppression,  
6 fraud, and malice to deprive its Hourly Employees of the wages to which they are entitled  
7 under Labor Code §226.7.  
8

9 **THIRD CAUSE OF ACTION**

10 **(Failure to Pay Wages as Required by California Labor Code §204)**

11 51. Plaintiff realleges and incorporates herein by this reference the allegations  
12 of paragraphs 1 through 50 hereof, inclusive.

13 52. Labor Code §204 requires that all wages are due and payable twice in each  
14 calendar month.

15 53. At all times relevant hereto, ARG has used a two-week pay period for  
16 compensation of General Managers in California.

17 54. At all times relevant hereto, ARG General Managers in California have  
18 regularly performed more than one hour of on-call work in a week.

19 55. At all times relevant hereto, ARG General Managers in California have  
20 regularly performed more than two hours of on-call work in a pay period.

21 56. At all times relevant hereto, ARG has refused to pay General Managers in  
22 California for on-call work.

23 57. At all times relevant hereto ARG maintained a policy of refusing to pay  
24 wages as required by Labor Code §226.7.

25 58. ARG is guilty of the tort of conversion with regard to each wage payment  
26 that the Company has withheld from a General Manager.

27 59. At all times relevant hereto, ARG has acted willfully and deliberately with  
28 oppression, fraud and malice to deprive employees of wages to which they are entitled.



1 **FOURTH CAUSE OF ACTION**

2 **(Failure to Pay Overtime Wages in Violation of**  
3 **Labor Code §§510 and 1194)**

4 60. Plaintiff realleges and incorporates herein by this reference the allegations  
5 of paragraphs 1 through 59 hereof, inclusive.

6 61. At all times relevant hereto, California Labor Code §510 has required that  
7 ARG pay each of its General Managers one-and-one-half times his or her regular rate of  
8 pay for any work in excess of 8 hours in one workday, in excess of 40 hours in one  
9 workweek, and for the first 8 hours of work on the seventh day of a workweek.

10 62. At all times relevant hereto, California Labor Code §510 requires that ARG  
11 pay each of its General Managers two times his or her regular rate of pay for any work in  
12 excess of 12 hours in one workday on the first six days of the workweek, and in excess of  
13 8 hours on the seventh day of a workweek.

14 63. Because ARG requires General Managers in California to work at least  
15 40 hours per week in a restaurant and on-call time is in addition to work in the restaurant,  
16 all unpaid on-call hours are subject to an overtime premium of either time-and-a-half or  
17 double-time.

18 64. At all times relevant hereto, ARG has refused to pay the overtime premium  
19 due on unpaid on-call work hours.

20 65. Because ARG refused to pay any overtime premium due on unpaid on-call  
21 work hours, the company owes each General Manager either the time-and-a-half premium  
22 or the double-time premium for every hour of unpaid on-call work.

23 66. At all times relevant hereto, General Managers in California have regularly  
24 worked on-call work hours on days in which the General Manager worked more than  
25 twelve hours.

26 67. At all times relevant hereto, General Managers in California have regularly  
27 worked on-call work hours on days in which the General Manager worked more than  
28

1 eight hours and that were on the seventh consecutive day that the General Manager had  
2 worked.

3 68. Because ARG refused to pay the double-time premium for on-call work, the  
4 company owes each General Manager that premium for every minute of on-call work in  
5 excess of 12 hours in one workday on the first six days of the workweek, and in excess of  
6 8 hours on the seventh day of a workweek.

7 69. ARG is guilty of the tort of conversion with regard to each overtime  
8 premium payment that the company has withheld from a General Manager.

9 70. At all times described herein, ARG has acted willfully and deliberately with  
10 oppression, fraud and malice to deprive its employees of the overtime premiums to which  
11 they are entitled.

12  
13 **FIFTH CAUSE OF ACTION**

14 **(Failure to Record Work Hours as Required by**  
15 **the Operative Wage Order and California Labor Code §1198)**

16 71. Plaintiff realleges and incorporates herein by this reference the allegations  
17 of paragraphs 1 through 70 hereof, inclusive.

18 72. Paragraph 7(a) of the operative Wage Order requires ARG to record when  
19 an employee begins and ends each work period.

20 73. Labor Code §1198 requires ARG to comply with all of the terms and  
21 conditions of the operative Wage Order.

22 74. Because ARG does not record when California General Managers begin and  
23 end periods of on-call work, ARG violated the operative Wage Order and Labor  
24 Code §1198 on every pay period that a California General Manager performs on-call  
25 work.

1 **SIXTH CAUSE OF ACTION**

2 **(Failure to Provide an Accurate Itemized Paystub**  
3 **in Violation of California Labor Code §226)**

4 75. Plaintiff realleges and incorporates herein by this reference the allegations  
5 of paragraphs 1 through 74 hereof, inclusive.

6 76. California Labor Code §226 requires that each pay period ARG must  
7 provide each employee with an itemized statement of wages that includes, among other  
8 things, the hours worked by the employee, the gross wages earned by the employee and  
9 the net wages earned by the employee.

10 77. At all times relevant hereto, ARG has failed to provide any of its California  
11 General Managers with an itemized statement of wages that accurately states the total  
12 hours worked by the General Manager in that each statement omits on-call hours worked.

13 78. At all times relevant hereto, ARG has failed to provide any of its General  
14 Managers with an itemized statement that accurately states the net wages earned by the  
15 General Manager in that each statement omitted wages due for on-call hours worked.

16 79. At all times relevant hereto, ARG has failed to provide any of its General  
17 Managers with an itemized statement that accurately states the gross wages earned by the  
18 General Manager in that each statement omitted wages due for on-call hours worked.

19 80. At all times relevant hereto, ARG has failed to provide any of its General  
20 Managers with an itemized statement that accurately states the net wages earned by the  
21 General Manager in that each statement omitted overtime premiums due.

22 81. At all times relevant hereto, ARG has failed to provide any of its General  
23 Managers with an itemized statement that accurately states the gross wages earned by the  
24 General Manager in that each statement omitted overtime premiums due.

25 82. At all times relevant hereto, ARG has failed to provide any of its Hourly  
26 Employees with an itemized statement that accurately states the gross wages earned by the  
27 Hourly Employees in that each statement omitted wages earned by the Hourly Employee  
28 pursuant to Labor Code §§226.7, 510 and 511.

1 83. At all times relevant hereto, ARG has failed to provide any of its Hourly  
2 Employees with an itemized statement that accurately states the net wages earned by the  
3 Hourly Employee in that each statement omitted wages earned by the Hourly Employee  
4 pursuant to Labor Code §§226.7, 510 and 511.  
5

6 **SEVENTH CAUSE OF ACTION**

7 **(Violation of Labor Code §§201 and 202)**

8 84. Plaintiff realleges and incorporates herein by this reference the allegations  
9 of paragraphs 1 through 83 hereof, inclusive.

10 85. Labor Code §§201 and 202 require that Defendant pay each employee all of  
11 the wages earned by that employee at the time of termination for an involuntary  
12 termination and within 72 hours of termination for a voluntary termination.

13 86. At all times relevant hereto, ARG has willfully failed to pay the wages due  
14 for on-call work due to each General Manager who was terminated or quit his or her job at  
15 ARG.

16 87. At all times relevant hereto, ARG has willfully failed to pay the overtime  
17 premium due for on-call work due to each General Manager who was terminated or quit  
18 his or her job at ARG.

19 88. At all times relevant hereto, ARG has willfully failed to pay Section 226.7  
20 wages due to each Hourly Employee who was terminated or quit his or her job at ARG.  
21

22 **EIGHTH CAUSE OF ACTION**

23 **(Failure to Reimburse Employee Expenses)**

24 89. Plaintiff realleges and incorporates herein by this reference the allegations  
25 of paragraphs 1 through 88 hereof, inclusive.

26 90. At all times relevant hereto, Labor Code §2802 has required Defendant to  
27 reimburse all employees for necessary expenditures incurred by the employee in the direct  
28

1 consequence of the discharge of his or her duties or of his or her obedience to the  
2 directions of the employer.

3 91. At all times relevant hereto, ARG required every General Manager to own  
4 and maintain a cell phone in order to be available to take work related calls 24 hours per  
5 day and 7 days per week.

6 92. At all times relevant hereto, ARG maintained a policy and uniform practice  
7 of both contacting General Managers on their cell phones and requiring General Managers  
8 to use their cell phone to contact ARG employees and executives.

9 93. At all times relevant hereto, ARG maintained a uniform policy of refusing  
10 to pay for any of the costs associated with the cell phone that each General Manager was  
11 required to maintain.

12  
13 **NINTH CAUSE OF ACTION**

14 **(Violation of Business and**

15 **Professions Code §17200 *et seq.* Against All Defendants)**

16 94. Plaintiff realleges and incorporates herein by this reference the allegations  
17 of paragraphs 1 through 93 hereof, inclusive.

18 95. The conduct described in the first through fourth causes of action constitutes  
19 an unfair business practice.

20 96. By deliberately failing to pay its employees' wages to which they are  
21 entitled, ARG avoided substantial expenses and thereby enriched itself at the expense of  
22 its employees.

23  
24 **CLASS ACTION ALLEGATIONS**

25 97. Plaintiff realleges and incorporates herein by this reference the allegations  
26 of paragraphs 1 through 96 hereof, inclusive.

27 98. ARG employs over 1,000 Hourly Employees in California.

28 99. ARG employs over 100 General Managers in California.

1           100. Plaintiff is informed and believes, and thereon alleges, that all ARG General  
2 Managers in California have been subject to ARG's violations of the California Labor  
3 Code and the California Wage Orders described herein.

4           101. Plaintiff is informed and believes, and thereon alleges, that Plaintiff has  
5 been subject to the exact same violations of the California Labor Code and the California  
6 Wage Orders described herein as all other General Managers in California.

7           102. Plaintiff has agreed to fairly and adequately represent the rights of the class.

8           103. Plaintiff has the means to fairly and adequately represent the rights of the  
9 class.

10          104. Plaintiff is informed and believes, and thereon alleges, that his claims are  
11 typical of the class.

12          105. Plaintiff is informed and believes, and thereon alleges, that common  
13 questions of law and fact predominate with regard to all class claims.

14          106. Plaintiff is informed and believes, and thereon alleges, that a class action is  
15 superior to all other available means of resolving the class members' claims.

16          107. Plaintiff is informed and believes, and thereon alleges, that treatment of the  
17 instant claims as a class action will accrue substantial benefits to the litigants, the class,  
18 the public, and the courts.

19          108. The total value of Plaintiff's individual claims is less than \$75,000. The  
20 total amount in controversy in all of the claims that Plaintiff brings as a class action is less  
21 than \$5,000,000.

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**PRAAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment against ARG and Does 1 through 10, inclusive, and each of them, as follows:

**ON THE FIRST CAUSE OF ACTION:**

1. For damages according to proof;
2. For temporary, preliminary and permanent injunctive relief against Defendant’s ongoing violations of the Labor Code;
3. For civil penalties on behalf of current and former Hourly Employees pursuant to Labor Code §558;
4. For attorney fees and costs reasonably incurred, in accordance with California Labor Code §§218.5, 2699, 1194, and California Code of Civil Procedure §1021.5;
5. For interest pursuant to Labor Code §§218.6 and 1194, and Civil Code §3287; and
6. For punitive damages.

**ON THE SECOND CAUSE OF ACTION:**

1. For damages according to proof;
2. For temporary, preliminary and permanent injunctive relief against Defendant’s ongoing violations of the Labor Code;
3. For civil penalties on behalf of current and former Hourly Employees pursuant to Labor Code Labor Code §§ 1198 and 2699;
4. For attorney fees and costs reasonably incurred, in accordance with California Labor Code §§218.5, 2699, 1194, and California Code of Civil Procedure §1021.5;
5. For interest pursuant to Labor Code §218.6 and 1194, and Civil Code §3287; and
6. For punitive damages.

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

- 2 1. For damages according to proof;
- 3 2. For restitution of unpaid wages;
- 4 3. For temporary, preliminary and permanent injunctive relief against Defendants’
- 5 ongoing violations of the Labor Code;
- 6 4. For civil penalties on behalf of current and former Hourly Employees pursuant to
- 7 Labor Code §210;
- 8 5. For attorney fees and costs reasonably incurred, in accordance with California Labor
- 9 Code §§218.5, 2699, 1194, and California Code of Civil Procedure §1021.5;
- 10 6. For interest pursuant to Labor Code §§218.6 and 1194, and Civil Code §3287; and
- 11 7. For punitive damages.

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

- 14 1. For damages according to proof;
- 15 2. For restitution of unpaid wages;
- 16 3. For disgorgement of Defendants’ ill-gotten gains;
- 17 4. For civil penalties pursuant to Labor Code §§558 and 2699;
- 18 5. For attorney fees and costs reasonably incurred, in accordance with California Labor
- 19 Code §§218.5, 2699, 1194, and California Code of Civil Procedure §1021.5;
- 20 6. For interest pursuant to Labor Code §218.6 and 1194, and Civil Code §3287; and
- 21 7. For punitive damages.

22

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

- 24 1. For temporary, preliminary and permanent injunctive relief against Defendants’
- 25 ongoing violations of the Labor Code;
- 26 2. For civil penalties pursuant to Labor Code §2699; and
- 27 3. For attorney fees and costs reasonably incurred, in accordance with California Labor
- 28 Code §§218.5, 2699, 1194, and California Code of Civil Procedure §1021.5.



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

- 2 1. For temporary, preliminary and permanent injunctive relief against Defendants’  
3 ongoing violations of the Labor Code;  
4 2. For penalties pursuant to Labor Code §226.3; and  
5 3. For attorney fees and costs reasonably incurred, in accordance with California Labor  
6 Code §§218.5, 2699, 1194, and California Code of Civil Procedure §1021.5.

7  
8 **ON THE SEVENTH CAUSE OF ACTION:**

- 9 1. For temporary, preliminary and permanent injunctive relief against Defendants’  
10 ongoing violations of the Labor Code;  
11 2. For waiting time penalties pursuant to Labor Code §203;  
12 3. For attorney fees and costs reasonably incurred, in accordance with California Labor  
13 Code §§218.5, 2699, 1194, and California Code of Civil Procedure §1021.5; and  
14 4. For interest pursuant to Labor Code §218.6 and 1194, and Civil Code §3287.

15  
16 **ON THE EIGHTH CAUSE OF ACTION:**

- 17 1. For damages according to proof;  
18 2. For restitution of unpaid employee business expenses;  
19 3. For temporary, preliminary and permanent injunctive relief against Defendants’  
20 ongoing violations of the Labor Code;  
21 4. For civil penalties pursuant to Labor Code §2699 and all other applicable penalties;  
22 5. For attorney fees and costs reasonably incurred, in accordance with California Labor  
23 Code §§218.5, 2802, 2699, 1194, and California Code of Civil Procedure §1021.5; and  
24 6. For interest pursuant to Labor Code §2802 218.6 and 1194, and Civil Code §3287.

1 **ON THE NINTH CAUSE OF ACTION:**

- 2 1. For temporary, preliminary and permanent injunctive relief against Defendants'  
3 ongoing violations of the Labor Code;  
4 2. For disgorgement of Defendants' ill-gotten gains and other relief that may be  
5 necessary to remedy Defendants' misconduct;  
6 3. For restitution of payments unlawfully withheld;  
7 4. For attorney fees and costs reasonably incurred pursuant to California Code of Civil  
8 Procedure §1021.5; and  
9 5. For interest pursuant to Civil Code §3287.

10  
11 **ON ALL CAUSES OF ACTION:**

- 12 1. For costs of suit, to the extent not otherwise prayed for above;  
13 2. For attorney fees to the extent not otherwise prayed for above;  
14 3. For interest on damages recoverable; and  
15 4. For such other and further relief as the Court deems just and proper.

16  
17 **DEMAND FOR JURY TRIAL**

18 Plaintiff hereby demands a jury trial.

19  
20  
21 DATED: May 30, 2014

THE GRAVES FIRM

22  
23 By: 

24 ALLEN GRAVES

Attorney for Plaintiff

25 Joe Ortiz  
26  
27  
28