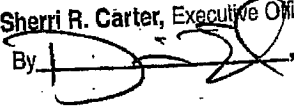


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Superior Court of California
County of Los Angeles

MAY 15 2015

Sherri R. Carter, Executive Officer/Clerk
By  Deputy

6 Attorneys for Plaintiffs
7 Gabriela Angel, Guadalupe Cabrera, Jessica Castillo,
8 Jacqueline Chamorro, Samantha Hernandez,
9 Mayra Martin, Vivian Pena, Emperatriz Ramirez,
10 Maria Rodriguez, Rosario Torres
11 and on behalf of all employees/former employees
12 similarly situated

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF LOS ANGELES

14 GABRIELA ANGEL, GUADALUPE
15 CABRERA, JACQUELINE
16 CHAMORRO, SAMANTHA
17 HERNANDEZ, MAYRA MARTIN,
18 VIVIAN PENA, EMPERATRIZ
19 RAMIREZ, MARIA RODRIGUEZ,
20 ROSARIO TORRES and JESSICA
21 CASTILLO, individually and on behalf of
22 all employees similarly situated,

23 Plaintiffs,

24 -vs-

25 ACADEMY AUTOMOBILE
26 INSURANCE SERVICES, INC., a
27 corporation, AGENDA INSURANCE
28 SERVICES, INC., a corporation, ALICO
INSURANCE, INC., a corporation,
ADELCO INSURANCE SERVICES,
INC., a corporation, dba TOP VALUE
INSURANCE SERVICES, MAGDY
TAWIL, an individual, ADEL TAWIL,
an individual and DOES 1-100, inclusive,

Defendants.

CASE NO. BC545021

SECOND AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES,
INJUNCTIVE RELIEF AND
RESTITUTION:

1. FAILURE TO PAY OVERTIME
COMPENSATION (CAL. LABOR
CODE § 510, 1194);
2. FAILURE TO PROVIDE MEAL
AND REST PERIODS (CAL. LABOR
CODE § 226.7, 512);
3. FAILURE TO FURNISH TRUE
AND ACCURATE WAGE AND HOUR
STATEMENTS AND PAY ALL
WAGES WITHIN PAY PERIOD
EARNED (CAL. LABOR CODE §§
226, 226.3);
4. WAITING TIME PENALTIES
(CAL. LABOR CODE §§ 201-203);
5. UNLAWFUL DEDUCTION OF
WAGES (CAL. LABOR CODE §§ 221-
223; IWC 4, SECTION 8)

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6. FAILURE TO REIMBURSE EXPENDITURES (CAL. LABOR CODE § 2802)

7. CONVERSION (CAL. LABOR CODE § 3336);

8. FRAUD;

9. UNFAIR COMPETITION (CAL. BUS. & PROF. CODE § 17200, et seq.)

JURY TRIAL DEMANDED

Plaintiffs, Gabriela Angel, Guadalupe Cabrera, Jessica Castillo, Jacqueline Chamorro, Samantha Hernandez, Mayra Martin, Vivian Pena, Emperatriz Ramirez, Maria Rodriguez, and Rosario Torres (“Plaintiffs”) on behalf of themselves and all others similarly situated, complain of Defendants, and each of them, as follows:

CLASS ACTION ALLEGATIONS

1. Plaintiffs bring this class action to remedy wage and hour and unfair competition violations by Defendants Academy Automobile Insurance Services, Inc. (Academy), Agenda Insurance Services, Inc. (Agenda), Alico Insurance Services, Inc. (Alico), Adelco Insurance Services, Inc. (Adelco) dba Top Value Insurance Services, Magdy Tawil, Adel Tawil (Adel) and DOES 1 through 100, inclusively, (collectively, “Defendants”) who engaged in a pervasive and unlawful scheme to deprive their employees of the protections granted them by California wage and hour law and regulations. Plaintiffs bring this action on their own behalf and on behalf of the following putative class of individuals (the “Class Members”):

The Class:

Plaintiffs and all other persons who are and/or have been employed by Defendants, or any of them, as hourly customer service representatives in the State of California at any time from the four years prior to the filing of this Action and

1 continuing while this action is pending (the “Class Members”
2 and “Class Period”), including a subclasses of Class Members
3 defined as follows:

4 **Subclass One:**

5 **Plaintiffs and all other persons who are and/or have**
6 **been employed by Defendants, or any of them, and are**
7 **working and/or have worked in one of Defendants’**
8 **satellite offices staffed by three or fewer employees**
9 **during the Class Period.**

10 **Subclass Two:**

11 **Plaintiffs and all other persons whose employment with**
12 **Defendants, or any of them, ended during the Class**
13 **Period.**

14 2. During the Class Period, Defendants engaged in a pattern and practice of
15 numerous wage and hour violations against Plaintiffs and Class Members, such as, by way of
16 example, Defendants failed and refused to pay overtime wages to Plaintiffs and Class Members
17 at the proper overtime rate, failed to provide/allow meal and rest periods or pay in lieu thereof,
18 failed and refused to provide timely and accurate wage and hour statements to Plaintiffs and
19 Class Members, failed to timely pay Plaintiffs and Class Members for all of the wages that they
20 earned within the pay period so earned, failed and refused to maintain complete and accurate
21 payroll records for Plaintiffs and Class Members, failed and refused to pay compensation due to
22 Plaintiffs and Class Members in a timely manner upon termination or resignation, required
23 Plaintiffs and Class Members to work off the clock, committed unfair business practices in an
24 effort to increase profits and to gain an unfair business advantage at the expense of Plaintiffs and
25 Class Members. The foregoing acts and other acts by Defendants violated the California Labor
26 Code, its regulations, the applicable Industrial Wage Order, the DLSE manual and the DLSE’s
27 interpreting opinions (Wage and Hour). Said conduct also violated California’s Unfair Business
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1 Practices Act, California Business & Professions Code sections 17200, et seq. and violated
2 Plaintiffs' and Class Members' legal rights.

3 3. Pursuant to Code of Civil Procedure sec. 382, Plaintiffs, on behalf of themselves
4 and all others similarly situated, seeks class-wide relief for patterns and practices of unlawful
5 conduct by Defendants. The persons fitting the definition of Class Members are so numerous
6 that the joinder of all such persons is impracticable, and the disposition of their claims as a class
7 will benefit the parties and the court.

8 4. There is a well-defined commonality of interest in the questions of law and of fact
9 involving and affecting Class Members [Class definition includes our Plaintiffs] in that all of
10 these employees have been harmed by Defendants' failure to comply with California wage laws,
11 failure to pay overtime wages and fraud, in violation of the Labor Code, applicable Industrial
12 Welfare Commission ("IWC") Wage Orders and other applicable California state statutes and
13 regulations.

14 5. The claims of Plaintiffs herein alleged are typical of those claims which could be
15 alleged by any of the remaining Class Members, and the relief sought is typical of the relief
16 which would be sought by each of the Class Members in separate actions. All Class Members
17 have been similarly harmed by being denied compensation in compliance with wage laws and
18 overtime wages due to Defendants' corporate-wide policies and practices that affected Class
19 Members similarly. Furthermore, Defendants benefited from the same type of unfair and/or
20 wrongful acts as to each of the Class Members.

21 6. Plaintiffs will fairly and adequately represent and protect the interest of all of the
22 Class Members, and there are no known conflicts of interest between the named class
23 representatives and the remaining Class Members. Other former and current employees of
24 Defendants are also available to serve as class representatives if needed.

25 7. The prosecution of separate actions by individual Class Members would create a
26 risk of inconsistent and/or varying adjudications with respect to the individual Class Members,
27 establishing incompatible standards of conduct for Defendants, and resulting in the impairment
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1 of Class Members' rights and the disposition of their interest through actions to which they were
2 not parties.

3 8. The Class Members' claims involve predominately common issues in that all
4 claims arise out Defendants' failure to pay Class Members compensation in compliance with
5 wage laws, overtime compensation for hours worked in excess of forty hours per week and/or
6 eight hours per day, failure to provide meal and rest breaks, failing to timely pay for all ages
7 earned and failing to provide accurate itemized paystubs. Furthermore, class action is superior to
8 numerous individual actions as a means of adjudicating those claims.

9
10 **PARTIES AND JURISDICTION**

11 9. At all times mentioned herein, Plaintiffs resided in California, worked in Los
12 Angeles or Orange County, California and were non-exempt employees for Defendants.

13 10. Plaintiffs bring this action on behalf of themselves and other employees and/or
14 former employees of Defendants who are similarly situated.

15 11. At all times mentioned herein, Defendants Academy, Agenda, Alico and Adelco
16 are each corporations existing under the laws of the State of California and doing business in the
17 State of California, including Los Angeles County.

18 12. At all times mentioned herein, Magdy Tawil resided in California.

19 13. At all times mentioned herein, Adel Tawil resided in California.

20 14. Plaintiffs refer to and incorporate by reference herein the allegations contained
21 within this Complaint, as though set forth herein in full.

22 15. Plaintiffs are informed and believe, and thereon allege, that Magdy Tawil created
23 and incorporated Academy, Agenda and Alico; on or about November 29, 1999, September 26,
24 2006, and January 22, 2004, respectively.

25 16. Plaintiffs are informed and believe, and thereon allege, that Magdy Tawil and
26 Adel Tawil created and incorporated Adelco on or about October 13, 2006.

27 17. Plaintiffs are informed and believe, and thereon allege, that Magdy Tawil and
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1 Adel Tawil dominated control of the corporate entities, including directly participating in the
2 control and operation of the corporate businesses. Further, Academy, Agenda, Alico and Adelco
3 are closed corporations for which Magdy Tawil and Adel Tawil, as the two sole shareholders,
4 constitute absolute control. As such, none of the respective corporate entities could have
5 asserted and exercised control of its own business without the direct participation of Magdy
6 Tawil and Adel Tawil. Further, Academy, Agenda, Alico and Adelco failed to adhere to
7 corporate formalities, commingled assets, and raided assets from the corporation(s), among other
8 similar actions, thereby requiring the piercing of the corporate veil.

9 18. Plaintiffs further believe and allege thereon, Plaintiffs and the Class, during the
10 duration of their employment with Defendants, were aware of and believed Magdy Tawil and
11 was the owner of Academy, Agenda, and Alico; Plaintiffs further believe and allege thereon,
12 Plaintiffs and the Class, during the duration of their employment with Defendants, were aware of
13 and believed Magdy Tawil and Adel Tawil were the owners of Adelco;

14 19. Plaintiffs and the Class were likewise aware of and believed that Magdy Tawil
15 directly controlled and participated in the conduct of business by Academy, Agenda, and Alico.
16 Magdy Tawil made all decisions to recruit, hire and fire employees. He set rates of employee
17 compensation and made decisions regarding promotion and work assignments. Magdy Tawil
18 made decisions concerning employee discipline. Similarly, Magdy Tawil and Adel Tawil made
19 all such decisions as those described immediately above for Adelco.
20

21 20. Consequently, Plaintiffs and the Class were aware of and believed Magdy Tawil
22 was Plaintiffs' and the Class' employer and were likewise aware of and believed that Magdy
23 Tawil and Adel Tawil directly controlled and participated in the conduct of business by Adelco.
24 Consequently, Plaintiffs and the Class were aware of and believed Magdy Tawil and Adel Tawil
25 were Plaintiffs' and the Class' employers.

26 21. Plaintiffs are informed and believe, and thereon allege, that the corporations,
27 Academy, Agenda, Alico and Adelco, are a "closed corporations" and that each corporation has
28 two shareholders or less. Plaintiffs are informed and believe that at all times herein mentioned,

1 and continuing to the present, Magdy Tawil and Adel Tawil have exercised complete control
2 over Academy, Agenda, Alico and Adelco; that Magdy and Adel comprise the board of directors
3 of and serve as president and vice-president of the corporations; and that Magdy and Adel were
4 the owners of record of the vast majority (if not all) of the outstanding shares of the corporations.

5 22. There exists, and at all times herein mentioned has existed, a unity of interest and
6 ownership between Magdy and Adel, on the one hand, and Academy, Agenda, Alico and
7 Adelco, on the other, such that any individuality and separateness among these Defendants, and
8 each of them, have ceased, and that Academy, Agenda, Alico and Adelco are the alter egos of
9 Magdy and Adel. Plaintiffs are informed and believe, and thereon allege, that:

- 10
- 11 a. Magdy and Adel have completely controlled, dominated, managed and operated
12 Academy, Agenda, Alico and Adelco for their sole and exclusive benefit;
- 13 b. Magdy and Adel have commingled the assets of Academy, Agenda, Alico and
14 Adelco and have commingled their own assets with those of these corporations,
15 to suit their needs and convenience;
- 16 c. Magdy and Adel have failed to maintain any degree of separateness with
17 Academy, Agenda, Alico and Adelco;
- 18 d. As to Academy, Agenda, Alico and Adelco, Magdy and Adel have failed to
19 observe corporate formalities. The activities of Academy, Agenda, Alico and
20 Adelco have been carried out without the holding of directors' or shareholders'
21 meetings, and proper records or minutes of corporate proceedings have not been
22 maintained;
- 23 e. Magdy and Adel, at all times herein mentioned, have controlled and operated
24 Academy, Agenda, Alico and Adelco as devices to avoid individual, agency and
25 respondeat superior liability, and for the purpose of substituting financially
26 insolvent partnerships, corporations and/or corporations with limited financial
27 resources, in the place of Magdey and Adel, and each of them; and
- 28 f. Magdy and Adel have so inadequately capitalized Academy, Agenda, Alico and
29 Adelco, compared with the business to be done by these entities and the risks
30 of loss attendant thereto, that their capitalization is trifling and/or illusory.

31 23. Plaintiffs are informed and believe, and thereon allege, that Magdy Tawil and
32 Adel Tawil have committed additional acts and omissions sufficient to impose alter ego liability

1 of which Plaintiffs are presently unaware. Additional acts and omissions on the part of Magdy
2 and Adel, consistent with those factors listed in *Associated Vendors, Inc. v. Oakland Meat Co.*
3 (1962) 210 Cal.App.2d 825, 838-840, and subsequent cases, will be further developed during
4 discovery in this litigation.

5 24. Adherence to the fiction of the separate existence of Academy, Agenda, Alico and
6 Adelco as entities distinct from Magdy and Adel would permit an abuse of the corporate
7 privilege, sanction fraud and promote injustice. Academy, Agenda, Alico and Adelco have
8 insufficient assets to respond to the ultimate award of compensatory damages, costs, and
9 attorney's fees entered in this case.

10 25. Plaintiffs refer to and incorporate by reference herein the allegations contained
11 within this Complaint, as though set forth herein in full.

12 26. Plaintiffs are informed and believe, and thereon allege, that at all times herein
13 mentioned, and continuing to the present, that Academy, Agenda, Alico and Adelco have
14 operated, and currently operate, as a single business enterprise. Such Defendants have but one
15 enterprise, and this enterprise has been so handled that it should respond, as a whole, for the acts
16 committed by Magdy Tawil, Academy, Agenda, and Alico as alleged herein, as well as the acts
17 committed by Magdy Tawil, Adel Tawil, and Adelco as alleged herein. Each corporation,
18 individual and entity has been, and is, merely an instrument and conduit for the others in the
19 prosecution of a single business venture.

20 27. The fact that Academy, Agenda, Alico and Adelco constitute a single enterprise is
21 evidenced by: all employees of each were administered through the same human resources
22 department out of the same main office in Hawthorne, California; all employees for each of the
23 four companies had the same supervisors; funds for the each of the companies were commingled
24 – for example, all office supplies for each of the four companies were provided through the
25 Hawthorne office and paid for out of the same accounts; employees of one company were
26 frequently re-assigned on a temporary or as needed basis, according to the staffing needs of the
27 other companies; the security cameras for each of the four companies were all operated and
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1 monitored from the same Hawthorne office, by the same employee.

2 28. There is such a unity of interest and ownership among these Defendants that the
3 separate personalities of the corporations, individuals and entities no longer exist. If the acts of
4 Academy, Agenda, Alico and Adelco are treated as those of one or both of these corporations
5 alone, an inequitable result will follow in that these corporate defendant(s) may have insufficient
6 assets to respond to the ultimate award of compensatory damages, costs, attorney's fees and
7 punitive damages entered in this case. Further, an award of punitive damages against one or
8 more of the corporate defendants alone will not accurately reflect the amount necessary for
9 punishment of the entire business enterprise conducted by Magdy Tawil and Adel Tawil.

10
11 **DOE DEFENDANTS**

12 29. The full extent of the facts linking the fictitiously designated defendants with the
13 causes of action alleged herein are unknown to Plaintiffs at this time. In addition, the true names
14 and capacities, whether individual, plural, corporate, partnership, associate, or otherwise are also
15 unknown to Plaintiffs at this time. Plaintiffs, therefore, designate such defendants as DOES
16 1-100, inclusive, and sue them under those fictitious names.

17
18 30. To the extent such DOE defendants are corporate entities, Plaintiffs sue them in
19 that capacity and such corporate entities are responsible for all acts of their employees, agents,
20 representatives and principals as all alleged actions were done within the course and scope of
21 their employment.

22 31. To the extent such DOE defendants are individuals: Plaintiffs sue them in that
23 capacity and allege that they took the actions for the benefit of themselves.

24 32. Plaintiffs allege that each and every defendant designated as DOE was
25 responsible for the events referred to therein and caused in some manner injuries to Plaintiffs as
26 hereinafter alleged. Plaintiffs will amend this Complaint to state the manner in which each
27 fictitious defendant is so responsible and will ask leave of Court to amend this Complaint to
28 show their respective true names and capacities when ascertained.

1 for Academy, Defendant Magdy Tawil interviewed her, hired her, informed her that Adelco was
2 owned by Defendant Adel Tawil, and assigned her to work at the Adelco location, she was then
3 transferred to Agenda, and then to Academy. However, she never applied to work for them
4 separately, she was never interviewed for the companies separately, she was never told she will
5 be paid by different companies, and Defendant Magdy Tawil signed and/or stamped her
6 paychecks and/or paystubs. The terms and conditions of her work did not change, when she did
7 not work in the Academy locations, she had to drive to Academy in Hawthorne to pick up
8 materials to work in Adelco and Agenda; 3) Plaintiff Ramirez applied to work for Academy,
9 Defendant Mike Tawil interviewed and hired her, she was assigned to work for Academy in the
10 Hawthorne location, she was then transferred to Adelco, she was then transferred back to
11 Academy, and she also worked for Agenda in Huntington Park, Southgate, Lynwood and Long
12 Beach locations. However, she never applied to work for them separately, she was never
13 interviewed for the companies separately, she was never told she will be paid by different
14 companies, and Defendant Magdy Tawil signed and/or stamped her paychecks and/or paystubs.
15 For the same pay periods, Plaintiff Ramirez received paychecks from Agenda while her
16 timesheets for said time period stated Academy and she received W-2s from Academy, Adelco,
17 and Agenda; 4) Plaintiff Hernandez worked for Agenda, Defendant Magdy Tawil sign/stamped
18 her paychecks, Defendant Tawil also informed her that she needed to pay for "shortages"; 5)
19 Plaintiff Castillo was hired by the former owner of Alico and continued to work for Alico, during
20 the period that she worked for Alico she directly reported to Angie Cabrera who was and/or is
21 the Executive Administrative Manager for Academy; 6) Plaintiff Rodriguez works for Alico, she
22 was hired by the former owner, however upon Defendant Magdy Tawil's purchase, Defendant
23 Tawil signed/stamped her paychecks; 7) Plaintiff Cabrera was hired by Academy, transferred to
24 various Agenda locations including Long Beach, Huntington Park, Lynwood, then she was
25 transferred to Academy in Downey and Gardena after. However, she never applied to work for
26 them separately, she was never interviewed for the companies separately, she was never told she
27 will be paid by different companies, and Defendant Magdy Tawil signed and/or stamped her
28

1 paychecks and/or paystubs; 8) Plaintiff Martin applied to work for Academy, Defendant Mike
2 Tawil hired her, she worked in the Hawthorne and Inglewood locations for Academy, and she
3 worked for the Lynwood location for Adelco. However, she never applied to work for them
4 separately, she was never interviewed for the companies separately, she was never told she will
5 be paid by different companies, and Defendant Magdy Tawil signed and/or stamped her
6 paychecks and/or paystubs. The aforementioned examples are not exclusive incidents and are
7 only representative of each claim brought by Plaintiffs in this matter.

8 37. On information and belief, Plaintiffs believe that all Plaintiffs and Class Members
9 were treated interchangeably by Defendant Magdy Tawil and Academy's Angie Cabrera who
10 acts and/or acted on behalf of Defendant Magdy Tawil and/or Defendant Adel Tawil and/or
11 named corporate Defendants.

12 38. Defendants scheduled Plaintiffs and Class Members for 8 hours per day, six days
13 per week, constituting a 48 hour work week. However, Plaintiffs and Class Members regularly
14 worked 9-10 hours per day, such that they consistently worked a 54-60 hours per week schedule.

15 39. Defendants regularly refused to pay Plaintiffs for all hours worked. Specifically,
16 Defendants refused to pay overtime accruing beyond the 88th hour of work per two-week pay
17 period. In other words, Defendants routinely refused to pay any overtime beyond paying for one
18 eight-hour Saturday of work. Thus, Defendants refused to pay Plaintiffs and the Class Members
19 for any hours over eight in a day and for one of the two eight-hour Saturdays of work per pay
20 period.

21 40. Due to the inaccuracies relating to the overtime hours described above, the pay
22 statements Defendants provided to Plaintiffs and Class Members were consistently and regularly
23 inaccurate as to the number of hours and amounts owing to Plaintiffs and Class Members.

24 41. In addition, Defendants failed to give Plaintiffs and Class Members accurate pay
25 statements by listing "bonuses" on pay statements which were, in fact, simply employee
26 reimbursements for automobile mileage and gasoline for those Plaintiffs and Class Members
27 who were required to drive office to office in order to cover for absent co-workers or fill the need
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1 for increased staffing on a temporary basis. Further, Defendants improperly and fraudulently
2 made tax withholdings as to the reimbursements and thereby deprived Plaintiffs and Class
3 Members of partial value of the reimbursements.

4 42. Furthermore, Defendants charged Plaintiffs for “shortages” after each day. Each
5 day, after the accounting is completed, Angie Cabrera, the Executive Administrative Manager at
6 Academy and Erica Barumen, the Accountant at Academy informed each of the named Plaintiffs
7 in writing that they have to pay for any and all of the “shortages” from their shifts. Each of the
8 Plaintiffs had to pay in cash for each and any “shortage” from their shift, if they did not pay in
9 cash, Cabrera and/or Erica would deduct the amount on behalf of and for the benefit of
10 Academy, Agenda, Adelco, and Alico. Defendant Magdy Tawil did not inform any of the
11 Plaintiffs that they were responsible for shortages. Thereby, Defendants improperly and
12 fraudulently forced Plaintiffs to pay for shortages and deprived Plaintiffs and Class Members of
13 their pay.

14 43. Defendants also failed to timely and accurately pay Plaintiffs and Class Members
15 for all wages earned during a given, specifically designated pay period. Pursuant their internal
16 accounting procedures, Defendants, at certain intervals throughout the year, paid Plaintiffs and
17 Class Members in advance for the upcoming pay period, by estimating the number of hours the
18 employees were to work. However, the number of hours calculated for the advance payment
19 was usually lower than the actual number of hours subsequently worked by Plaintiffs and Class
20 Members. Defendants did not pay the supplemental wages necessary to make up for the deficit
21 until as much as a month after the end of the pay period in which the wages were earned.

22 44. Similarly, Defendants did not pay to those Plaintiffs and Class Members, who are
23 former employees, the unpaid wages arising from wage violations described above, at the time of
24 termination, such that this failure constitutes yet another violation of wage and hour regulations.

25 45. Defendants had an explicit, written policy which set forth the prohibition of meal
26 and rest breaks at Defendants’ work locations at which three or fewer employees worked.
27 Specifically, Defendants assigned a trainer employee to affirmatively train those Plaintiffs and
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1 Class Members assigned to such smaller offices to forego meal and rest breaks if customers were
2 being served or waiting to be served, regardless of how much time any employee had worked
3 into a given shift. Consequently, Defendants mandated that Plaintiffs and Class Members work
4 continuously from the beginning through the end of their shift, whenever the flow of customers
5 was steady, thereby regularly denying Plaintiffs and Class Members meal and rest breaks. On
6 the rare occasions that a Plaintiff or Class Member could take a meal break, it was outside the
7 first 5 hours of a shift mandated by the Labor Code and IWC Orders.

8 46. In actual and practical application, Defendants enforced a break policy even more
9 draconian than stated in their written policy. All of Defendants' work locations were equipped
10 with video cameras wired for sound. The cameras transmitted the recordings back to the
11 Hawthorne office, where a designated employee would monitor the video, including whether
12 any of the employees took breaks. If the monitoring employee observed Plaintiff or Class
13 Member take a break, the monitoring employee would inform a supervisor. Hence, Defendants
14 were able to see and hear everything Plaintiffs and Class Members said or did during a work
15 shift.

16 47. Whenever a Plaintiff or Class Member attempted to take a break, a supervisor at
17 the Hawthorne office would call the Plaintiff or Class Member and demand that the employee
18 get back to work. Defendants enforced this policy to the severest degree – even if a Plaintiff or
19 Class Member tried to take a bathroom break, such an action would elicit a telephone call from a
20 supervisor wherein the employee was ordered back to work. In short, in addition to barring the
21 legally mandated rest breaks required under the Labor Code and IWC Orders, Defendants
22 enforced a policy which aggressively prohibited any breaks of any kind, such that employees
23 were prevented and prohibited from taking bathroom breaks apart from their non-existent rest
24 breaks, in further violation of the IWC Orders.

25 48. Despite this explicit policy prohibiting breaks, Defendants required Plaintiffs and
26 Class Members to falsely record on their time records that they took mythical meal breaks,
27 thereby evidencing that Defendants knew the policy prohibiting breaks was in violation of the
28

1 law.

2 49. In addition to implementing the policy prohibiting breaks, Defendants disciplined
3 those Plaintiffs and Class Members who violated the policy by taking the breaks which they
4 were entitled to under the Labor Code and IWC Orders.

5 50. Defendants maintained and re-affirmed the policy of prohibiting breaks despite
6 complaints from Plaintiffs and/or Class Members concerning the unfairness and illegality of such
7 a prohibition, as well as complaints about the irregular payroll practices described above.

8 51. As a matter of corporate policy and practice, Defendants failed to pay Plaintiffs
9 and other former employees constituting Class Members within the time required under law,
10 upon thir respective discharge, all monies owed to them under Wage and Hour requirements.

11 52. During the Class Period, Defendants willfully failed to pay wages due in a timely
12 fashion when Plaintiffs and/or Class Members were terminated from or quit their employment
13 with Defendants. Defendants also failed to comply with Wage and Hour requirements to
14 maintain time records accurately reporting total hours worked by Plaintiffs and Class Members.
15

16
17 **FIRST CAUSE OF ACTION**

18 **Failure to Pay Overtime**

19 **(Labor Code Sections, including but not limited to, 203, 204, 215, 216, 226, 226.6, 510, 558,**
20 **1194, 1194.2, 1199; IWC Wage Order 5-2001)**

21 **(All Plaintiffs against All Defendants)**

22 33. Plaintiffs hereby repeat and reallege each and every allegation contained
23 throughout, and incorporate same by reference with the same force and effect as though set forth
24 in full at this point.

25 34. Defendants scheduled Plaintiffs and Class Members for 8 hours per day, six days
26 per week, constituting a 48 hour work week. However, Plaintiffs and Class Members regularly
27 worked 9-10 hours per day, such that they consistently worked a 54-60 hours per week schedule.

28 35. Defendants regularly refused to pay Plaintiffs and Class Members for all hours

1 worked and required them to work of the clock. Specifically, Defendants refused to pay
2 overtime accruing beyond the 88th hour of work per two-week pay period. In other words,
3 Defendants routinely refused to pay any overtime beyond paying for one eight-hour Saturday of
4 work. Thus, Defendants refused to pay Plaintiffs and the Class Members for any hours over
5 eight in a day and for one of the two eight-hour Saturdays of work per pay period.
6 Plaintiffs and Class Members are not exempt from these overtime compensation requirements.
7 They have been deprived of their rightfully earned overtime compensation as a direct and
8 proximate result of Defendants' failure and refusal to pay said compensation, and as such are
9 entitled to recover such amounts, plus interest thereon, attorney's fees and costs.

10
11 **SECOND CAUSE OF ACTION**

12 **Failure to Provide Meal and Rest Periods**

13 **(California Labor Code Sections, Without Limitation, 226.7, 512)**

14 36. Plaintiffs hereby repeat and reallege each and every allegation contained
15 throughout, and incorporate same by reference with the same force and effect as though set forth
16 in full at this point.

17 37. Defendants routinely failed to permit Plaintiffs and Class Members to take meal
18 and rest periods during his work shifts and failed to compensate Plaintiffs and Class Members
19 for said missed meal and rest periods, as required by California Labor Code sections, without
20 limitation, 226.7, 512 and the other applicable sections of Labor Code and related statutes and
21 regulations.

22 38. Defendants had an explicit, written policy which set forth the prohibition of meal
23 and rest breaks at Defendants' work locations at which three or fewer employees worked.
24 Specifically, Defendants assigned a trainer employee to affirmatively train those Plaintiffs and
25 Class Members assigned to such smaller offices to forego meal and rest breaks if customers were
26 being served or waiting to be served, regardless of how much time any employee had worked
27 into a given shift. Consequently, Defendants mandated that Plaintiffs and Class Members work
28

1 continuously from the beginning through the end of their shift, whenever the flow of customers
2 was steady, thereby regularly denying Plaintiffs and Class Members meal and rest breaks. On
3 the rare occasions that a Plaintiff or Class Member could take a meal break, it was outside the
4 first 5 hours of a shift mandated by the Labor Code and IWC Orders.

5 39. In actual and practical application, Defendants enforced a break policy even more
6 draconian than stated in their written policy. All of Defendants' work locations were equipped
7 with video cameras wired for sound. The cameras transmitted the recordings back to the
8 Hawthorne office, where a designated employee would monitor the video, including whether any
9 of the employees took breaks. If the monitoring employee observed Plaintiff or Class Member
10 take a break, the monitoring employee would inform a supervisor. Hence, Defendants were able
11 to see and hear everything Plaintiffs and Class Members said or did during a work shift.

12 40. Whenever a Plaintiff or Class Member attempted to take a break, a supervisor at
13 the Hawthorne office would call the Plaintiff or Class Member and demand that the employee
14 get back to work. Defendants enforced this policy to the severest degree – even if a Plaintiff or
15 Class Member tried to take a bathroom break, such an action would elicit a telephone call from a
16 supervisor wherein the employee was ordered back to work. In short, in addition to barring the
17 legally mandated rest breaks required under the Labor Code and IWC Orders, Defendants
18 enforced a policy which aggressively prohibited any breaks of any kind, such that employees
19 were prevented and prohibited from taking bathroom breaks apart from their non-existent rest
20 breaks, in further violation of the IWC Orders.

21 41. Despite this explicit policy prohibiting breaks, Defendants required Plaintiffs and
22 Class Members to falsely record on their time records that they took mythical meal breaks,
23 thereby evidencing that Defendants knew the policy prohibiting breaks was in violation of the
24 law.
25

26 42. In addition to implementing the policy prohibiting breaks, Defendants disciplined
27 those Plaintiffs and Class Members who violated the policy by taking the breaks which they
28 were entitled to under the Labor Code and IWC Orders.

1 43. Defendants maintained and re-affirmed the policy of prohibiting breaks despite
2 complaints from Plaintiffs and/or Class Members concerning the unfairness and illegality of such
3 a prohibition, as well as complaints about the irregular payroll practices described above.

4 44. Plaintiffs and the Class Members have been deprived of their rightfully earned
5 compensation for meal and rest periods as a direct and proximate result of Defendants' failure
6 and refusal to pay said compensation for these breaks which Defendants did not permit.

7 Plaintiffs and the Class Members are entitled to recover such amounts pursuant to California
8 Labor Code section 276.7(b), plus interest thereon, attorney's fees and costs.

9 45. In committing the foregoing acts, Defendants were guilty of oppression, fraud or
10 malice, and, in addition to the actual damages caused thereby, Plaintiffs and Class Members are
11 entitled to recover damages for the sake of example and by way of punishing Defendants.
12

13 **THIRD CAUSE OF ACTION**

14 **Failure to Furnish Accurate, Itemized Wage and Hour Statements**

15 **and to Pay Wages within Pay Period Earned**

16 **(California Labor Code Section, Without Limitation, 226 et seq.)**

17 46. Plaintiffs hereby repeat and reallege each and every allegation contained in each
18 paragraph throughout this complaint, and incorporate same by reference with the same force and
19 effect as though set forth in full at this point.
20

21 47. As a matter of corporate policy and practice, Defendants failed to comply with
22 Wage and Hour requirements to maintain time records accurately reporting total hours worked
23 by Plaintiffs and Class Members.

24 33. Due to the inaccuracies relating to the overtime hours described above, the pay
25 statements Defendants provided to Plaintiffs and Class Members were consistently and regularly
26 inaccurate as to the number of hours and amounts owing to Plaintiffs and Class Members.

27 34. Defendants failed to provide Plaintiffs and Class Members with timely and
28 accurate wage and hour itemized statements showing gross wages earned, total hours worked, all

1 deductions made, net wages earned, the name and address of the legal entity employing Plaintiff,
2 and all applicable hourly rates in effect during each pay period and the corresponding number of
3 hours worked at each hourly rate by Plaintiffs and Class Members during that pay period.

4 Defendants failed to provide the legally required accurate itemization for the compensation and
5 failed to accurately withhold the legally mandated tax deductions and other payroll contributions,
6 including federal income tax, state income tax, FICA contributions and Medicare contributions.

7 35. In addition, Defendants failed to give Plaintiffs and Class Members accurate pay
8 statements by listing "bonuses" on pay statements which were, in fact, simply employee
9 reimbursements for automobile mileage and gasoline for those Plaintiffs and Class Members
10 who were required to drive office to office in order to cover for absent co-workers or fill the need
11 for increased staffing on a temporary basis. Further, Defendants improperly and fraudulently
12 made tax withholdings as to the reimbursements and thereby deprived Plaintiffs and Class
13 Members of partial value of the reimbursements.

14 36. Defendants also failed to timely and accurately pay Plaintiffs and Class Members
15 for all wages earned during a given, specifically designated pay period. Pursuant their internal
16 accounting procedures, Defendants, at certain intervals throughout the year, paid Plaintiffs and
17 Class Members in advance for the upcoming pay period, by estimating the number of hours the
18 employees were to work. However, the number of hours calculated for the advance payment
19 was usually lower than the actual number of hours subsequently worked by Plaintiffs and Class
20 Members. Defendants did not pay the supplemental wages necessary to make up for the deficit
21 until as much as a month after the end of the pay period in which the wages were earned.

22 37. Based on Defendants' illegal conduct, Defendants are liable for damages and
23 statutory penalties pursuant to California Labor Code, including without limitation, section 226
24 et seq., and other applicable provisions of the Labor Code and related statutes and regulations, as
25 well as for their failure to take payroll deductions and to pay the employer matching payroll
26 contributions to FICA and Medicare.
27

28 38. In committing the foregoing acts, Defendants were guilty of oppression, fraud or

1 malice, and, in addition to the actual damages caused thereby, Plaintiff is entitled to recover
2 damages for the sake of example and by way of punishing Defendants.

3
4 **FOURTH CAUSE OF ACTION**

5 **Waiting Time Penalties**

6 **(Labor Code Sec. 203)**

7 **(All Plaintiffs against All Defendants)**

8 33. Plaintiffs hereby repeat and reallege each and every allegation contained
9 throughout this complaint, and incorporate same by reference with the same force and effect as
10 though set forth in full at this point.

11 34. Defendants did not pay to those Plaintiffs and Class Members, who are former
12 employees, the unpaid wages arising from wage violations described above, herein or otherwise,
13 at the time of termination, such that this failure constitutes yet another violation of wage and
14 hour regulations.

15 35. As a matter of corporate policy and practice, Defendants failed to pay Plaintiffs
16 and other former employees constituting Class Members within the time required under law,
17 upon their respective discharge, all monies owed to them under Wage and Hour requirements.
18 Defendants have failed to pay Plaintiffs and the Class a sum certain within twenty-four hours of
19 termination, or within seventy-two hours of their resignation, and have failed to pay those sums
20 for thirty days thereafter. Defendants also failed to comply with Wage and Hour requirements to
21 maintain time records accurately reporting total hours worked by Plaintiffs and Class Members.

22 36. Pursuant to the provisions of Labor Code Sections, including but not limited to,
23 section 203, Plaintiffs and the class are entitled to a penalty in the amount of Plaintiffs' and Class
24 Members daily wage during the waiting time penalty period set forth by statute.

25
26 ///

27 ///

28 ///

1 **FIFTH CAUSE OF ACTION**

2 **Unlawful Deduction of Wages**

3 **(Labor Code Sections 221-223; IWC 4, section 8)**

4 **(All Plaintiffs against All Defendants)**

5 33. Plaintiffs hereby repeat and reallege each and every allegation contained
6 throughout this complaint, and incorporate same by reference with the same force and effect as
7 though set forth in full at this point.

8 34. As a matter of regular business practice, Defendants improperly and in violation
9 of the Labor Code, deducted business expenses and losses from Plaintiffs' and Class' wages and
10 withheld Plaintiffs' and Class' wages. Defendants illegally and wrongfully attempted to use
11 Plaintiffs' yet to be paid and owing wages to offset Defendants' business losses and expenses
12 and shift them onto Plaintiffs and Class or to make Plaintiffs/Class-employees the insurer of
13 business losses and expenses. In doing so, Defendants violated Labor Code §§ 221 through 223
14 and 401 through 410 and other applicable provisions of the Labor Code and other applicable
15 laws and regulations. At no time did Defendants ever take out a bond for Plaintiffs and Class as
16 their employees pursuant to Labor Code §§ 401-410, which was designed for employee-related
17 job losses.

18 35. The aforementioned wage deductions to offset Defendants' business losses and
19 expenses discussed herein violated California law pursuant to, among other authority, California
20 Labor Code, *Kerr's Catering Service v. Department of Industrial Relations* (1962) 57 Cal. 2d.
21 319 and *Prachasaisoradej v. Ralphs Grocery Co., Inc.* (2007) 42 Cal. 4th 217.

22 36. At no time were Plaintiffs or Class engaged in dishonesty, willful acts or gross
23 negligence in relation to the instances in which Defendants deducted business losses and
24 expenses from Plaintiffs' or Class' pay.

25 37. Plaintiffs and Class have been deprived of their rightfully earned wages and
26 compensation as a direct and proximate result of Defendants' failure and refusal to pay said
27

1 compensation. Plaintiffs and Class are entitled to recover such amounts, plus interest thereon,
2 attorney's fees and costs.

3 38. Based on Defendants' conduct as alleged herein, Defendants are liable for
4 statutory penalties and civil penalties pursuant to the Labor Code and other applicable laws and
5 regulations.

6
7 **SIXTH CAUSE OF ACTION**

8 **For Failure to Reimburse Plaintiffs and Class**

9 **for Expenditures Made on Employer's Behalf**

10 **(Labor Code Sections 2802)**

11 **(All Plaintiffs against All Defendants)**

12 39. Plaintiffs hereby repeat and reallege each and every allegation contained
13 throughout this complaint, and incorporate same by reference with the same force and effect as
14 though set forth in full at this point.

15 40. As a matter of regular business practice, Defendants regularly required Plaintiffs
16 and Class to use their own money to pay for company expenses, including but not limited to
17 paying for gas to fill their own cars to run errands for the company, office supplies, and cleaning
18 supplies. Plaintiffs and Class would submit receipts to Defendants for reimbursements, but they
19 were never fully reimbursed or indemnified for these work related costs. Defendants always
20 deducted taxes from Plaintiffs' and Class' reimbursement checks and never provided sufficient
21 reasoning for deducted taxes from their reimbursement checks.

22 41. Defendants failed to indemnify Plaintiffs and Class, as their employees, for all
23 necessary expenditures or losses incurred by Plaintiffs in direct consequence of the discharge of
24 their work related duties.

25 42. As a proximate cause of Defendants' failure to indemnify or fully reimburse
26 Plaintiffs and Class, Plaintiffs and Class have been deprived of compensation for work related
27 expenses arising from and in direct consequence of the discharge of their work duties and been
28

1 damaged in an amount according to proof at the time of trial. Plaintiffs and Class are entitled to
2 recover such amounts, plus interest thereon, attorney's fees and costs pursuant to Labor Code §
3 2802 et seq., plus statutory and civil penalties pursuant to the Labor Code and other applicable
4 laws and regulations.

5
6 **SEVENTH CAUSE OF ACTION**

7 **Conversion – Theft of Labor**

8 **(California Civil Code Section, Without Limitation, 3294, 3336)**

9 **(All Plaintiffs against All Defendants)**

10 43. Plaintiffs hereby repeat and reallege each and every allegation contained
11 throughout this complaint, and incorporate same by reference with the same force and effect as
12 though set forth in full at this point.

13 44. Defendants wrongfully withheld from Plaintiffs and Class Members and failed to
14 pay to his earned wages and other compensation which was due to him for overtime work, for
15 meal and rest breaks, and as otherwise required pursuant to the Labor Code and related statutes
16 and regulations.

17 45. Plaintiffs and Class Members are not exempt from the requirements of the Labor
18 Code and related statutes and regulations.

19 46. At all relevant times herein, Defendants had and continued to have a legal
20 obligation imposed by statute to pay to Plaintiffs and Class Members all overtime wages and
21 other compensation due. Such wages and compensation belonged to Plaintiffs and Class
22 Members at the time the labor and services were provided to Defendants, and accordingly such
23 wages and compensation are the property of Plaintiff.

24 47. Defendants knowingly and intentionally required Plaintiffs and Class Members to
25 perform non-exempt employee tasks. Defendants knowingly and intentionally failed to pay
26 overtime wages for hours worked in excess of eight hours a day and forty hours a week or for
27 working on the seventh consecutive day, failed to compensate for missed meal and rest breaks,
28

1 and failed to provide other compensation due to Plaintiffs and Class Members pursuant to the
2 Labor Code and related statutes and regulations. Defendants intentionally converted the wages
3 and compensation of Plaintiffs and Class Members by withholding earned overtime wages,
4 payments in lieu of missed meal and rest breaks and other compensation, which Plaintiffs and
5 Class Members owned or had the right to own and had the legal right to hold, possess and
6 dispose of, and then converted and utilized the same for Defendants' own use and benefit.

7 48. Defendants converted such wages and compensation as part of an intentional and
8 deliberate scheme to maximize profits at the expense of Plaintiffs and Class Members.

9 49. Plaintiff has been injured by Defendants' intentional conversion of such wages
10 and compensation. Plaintiffs and Class Members are entitled to all monies converted by
11 Defendants, with interest thereon as well as any and all profits, whether direct or indirect, which
12 Defendants acquired by their unlawful conversion.

13 50. In committing the foregoing acts, Defendants were guilty of oppression, fraud or
14 malice, and, in addition to the actual damages caused thereby, Plaintiffs and Class Members are
15 entitled to recover damages for the sake of example and by way of punishing Defendants.
16

17
18 **EIGHTH CAUSE OF ACTION**

19 **Fraud and Deceit**

20 **California Civil Code sections 1572-1573, 3294-3296**

21 **(All Plaintiffs against All Defendants)**

22 51. Plaintiffs hereby repeat and reallege each and every allegation contained in each
23 paragraph throughout this complaint, and incorporate same by reference with the same force and
24 effect as though set forth in full at this point.

25 52. Defendants explicitly represented to Plaintiffs and Class Members that expenses
26 incurred by Plaintiffs and Class Members in the course of employment would be reimbursed in
27 full by Defendants. For example, 1) Angie Cabrera, on her own behalf and/or on behalf of
28 Defendant Magdy and/or on behalf of the named corporate Defendants told Plaintiff Angel that

1 she would be fully reimbursed for mileage. However, when Plaintiff Angel received her
2 reimbursement checks, the checks were called "bonus" checks and had deductions on them.
3 Thereby, Plaintiff Angel was never fully reimbursed for her mileage; 2) Defendant Magdy Tawil
4 told Plaintiff Torres that she would be fully reimbursed for buying supplies for the office, Torres
5 submitted expense sheets for supplies for reimbursement. However, when Plaintiff Torres
6 received her reimbursement checks, the checks had deductions on them. Thereby, Plaintiff
7 Torres was never fully reimbursed for the expense; 3) Defendant Magdy Tawil told Plaintiff
8 Ramirez that she would be reimbursed for mileage. However, when Plaintiff Ramirez received
9 her reimbursement checks, the checks were called "bonus" checks and had deductions on them.
10 Thereby, Plaintiff Ramirez was never fully reimbursed for her mileage; 4) Defendant Magdy
11 Tawil told Plaintiff Martin that she would be fully reimbursed for buying supplies for the office,
12 Martin submitted expense sheets for supplies for reimbursement. However, when Plaintiff
13 Martin received her reimbursement checks, the checks had deductions on them. Thereby,
14 Plaintiff Martin was never fully reimbursed for her expense; 5) Angie Cabrera, on her own
15 behalf and/or on behalf of Defendant Magdy and/or on behalf of the named corporate Defendants
16 told Plaintiff Cabrera that she would be fully reimbursed for mileage. However, when Plaintiff
17 Cabrera received her reimbursement checks, the checks were called "bonus" checks and had
18 deductions on them. Thereby, Plaintiff Cabrera was never fully reimbursed for her mileage.

19
20 53. Next, Defendant Magdy Tawil, Angie Cabrera acting for herself and/or acting on
21 behalf of Defendants Adel and Magdy Tawil and/or acting as the agent of the named
22 corporations intentionally named reimbursement as bonuses with the intention for the employees
23 to believe that they were receiving bonuses even though Plaintiffs were receiving
24 reimbursements for expenses they had spent. Accordingly, in reliance upon said representations
25 by Defendants, Plaintiffs and Class Members incurred such expenses by using their personal
26 vehicles, with fuel purchased from their personal funds, to travel from assignment to assignment.
27 Defendants made payments to Plaintiffs and Class Members, on an unpredictable and erratic
28 basis, which were designated as "bonuses" but which were in fact reimbursements for mileage.

1 However, Defendants, improperly and fraudulently calculated the faux bonuses as actual
2 compensation and accordingly, made withholdings from the reimbursement amounts owed to
3 Plaintiffs and Class members, thereby depriving them of partial value of the reimbursements, for
4 Defendants' own benefit.

5 54. Said representations and omissions regarding reimbursements by Defendants were
6 false and Defendants knew them to be false and intended not to be bound by those representations,
7 but to cause Plaintiffs and Class Members to rely on them.

8 55. Plaintiffs and Class Members were unaware of the intentional misrepresentations
9 and omissions by Defendants and justifiably believed and relied upon them.

10 56. Plaintiffs and Class Members did not discover the fraud and deceit practiced upon
11 them as aforesaid until after they incurred expenses. Plaintiffs and Class Members could not with
12 reasonable diligence have discovered said fraud and deceit prior to this time.

13 57. As a proximate result of the representations of Defendants as aforesaid, Plaintiffs
14 and Class Members have suffered and continue to suffer substantial losses incurred in seeking
15 substitute employment and in earnings, bonuses, and other employment benefits. Plaintiffs and
16 Class Members have suffered substantial lost wages. Plaintiffs and Class Members have suffered
17 and continue to suffer severe emotional distress all to their damages in an amount to be determined
18 at trial.
19

20
21 **NINTH CAUSE OF ACTION**

22 **Unfair Competition And Unfair Business Practices**

23 **(Business and Professions Code secs. 17000 *et seq.* and 17200 *et seq.*)**

24 **(By All Plaintiffs against All Defendants)**

25 58. Plaintiffs hereby repeat and reallege each and every allegation contained in each
26 paragraph of this complaint, and incorporate same by reference with the same force and effect as
27 though set forth in full at this point.
28

1 59. Defendants, and each of them, are “persons” as defined under Business and
2 Professions Code section 17021.

3 60. Defendants’ failure to pay required wages for all hours worked and overtime rates
4 of pay Plaintiffs and Class Members has resulted in Defendants not incurring the expense of
5 paying said legally-required wages, under-reporting to federal and state authorities wages earned
6 by Class Members and, therefore, under-paying state and federal taxes, employer matching
7 funds, unemployment premiums, social security, medicare, and workers’ compensation
8 premiums, all this in an amount according to the proof.

9 61. Defendants’ failure to maintain records of hours worked, failure to pay for all
10 hours worked, including at overtime rates, is either unfair and/or an offense punishable by both
11 statutory fine and imprisonment for each violation. Defendants’ acts constitute a continuing and
12 ongoing unfair and unlawful activity prohibited by Business and Professions Code sections
13 17200 *et seq.*, and justify the issuance of an injunction, restitution and other equitable relief
14 pursuant to Business and Professions Code section 17203 both as to the company and its
15 managing agents and officers.
16

17 62. As set forth below, Plaintiffs are informed and believe that by failing to pay the
18 lawful minimum wage and overtime wages to Plaintiffs and Class Members as well as failing to
19 pay payroll taxes with matching amounts for Plaintiffs and Class Members, Defendants, while
20 engaged in business within the State of California, acted in violation of Business and Professions
21 Code section 17200 *et seq.* and to the detriment of Defendants’ competitors by enjoying the
22 financial rewards of illegally underpaying their workforce.

23 63. Plaintiffs are informed and believe that Defendants have instructed and directed
24 its directors, officers, employees, and/or agents to intentionally and unlawfully avoid payment of
25 wages for all hours worked and overtime wages and corresponding employment taxes in
26 violation of Business and Professions Code section 17047. Plaintiffs seeks to enforce important
27 rights affecting the public interest within the meaning of California Civil Procedure Code §
28 1021.5.

1 7. For all punitive damages, penalties, fines, liquidated damages or any other
2 amounts due as a result of Defendants' Wage and Hour violations;

3 8. For all general damages according to proof;

4 9. For all special and/or consequential damages according to proof;

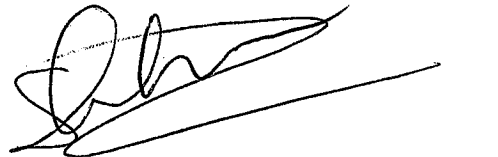
5 10. For a preliminary injunction and a permanent injunction prohibiting Defendants
6 from requiring Plaintiffs and Class Members to work in excess of an eight hour workday and/or
7 forty hour workweek without lawful compensation being paid to Plaintiffs and Class Members,
8 prohibiting Defendants from unlawfully withholding the wages earned by Plaintiffs and Class
9 Members, and requiring that Defendants afford meal and rest periods as required by California
10 law.

11 11. For such other relief and further relief as the Court may deem just and
12 appropriate.

13 Dated: May 15, 2015

ABROLAT LAW, PC

14
15
16
17 By:



Nancy L. Abrolat
Stephen J. Duron
Shanane Martirosyan
Attorneys for Plaintiffs
Gabriela Angel, Guadalupe Cabrera, Jessica
Castillo, Jacqueline Chamorro, Samantha
Hernandez, Mayra Martin, Vivian Pena,
Emperatriz Ramirez, Maria Rodriguez,
Rosario Torres and on behalf of all
employees/former employees similarly
situated

1 **PROOF OF SERVICE**

2 I am employed in the City of El Segundo, County of Los Angeles, State of California. I
3 am over the age of 18 and not a party to this action; my business address is as follows: 840
4 Apollo Street, Suite 300, El Segundo, California 90245.

5 On the date set forth below I served the document(s) as SECOND AMENDED CLASS
6 ACTION COMPLAINT FOR DAMAGES, INJUNCTIVE RELIEF AND RESTITUTION on the
7 interested parties by placing [] the original, [X] a true copy thereof in a sealed envelope
8 addressed as follows:

9

10 Kevin Badkoubehi 11 Badkoubehi & Dadmehr, LLP 12 10866 Wilshire Blvd., Suite 400 13 Los Angeles, CA 90024 14 Brandon@bdllp.com

15 VIA U.S. MAIL:

16 I am readily familiar with the firm's practice of collection and processing of
17 correspondence for mailing. Under that practice, such envelope(s) would be deposited with the
18 U.S. postal service on that same date, with postage thereon fully prepaid, at El Segundo,
19 California. I am aware that on motion of the party served, service is presumed invalid if the
20 postal cancellation date or postage meter date is more than one day after date of deposit for
21 mailing in affidavit.

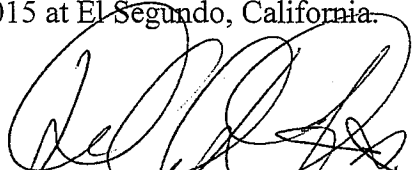
22 VIA OVERNIGHT MAIL

23 I caused such document(s) to be deposited with Norco Delivery Service for next business
24 day delivery to the addressee(s) as indicated above.

25 VIA CASE ANYWHERE

26 I transmitted such document(s) by electronic mail to the electronic mail address identified
27 by the above-reference counsel.

28 I declare under penalty of perjury under the laws of the State of California that the above
is true and correct and was executed on May 15, 2015 at El Segundo, California.


Da'Quita Douglas