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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

11/02/2023 at 12:39:00 PM

Clerk of the Superior Court
By Shiela Retez, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

WILLIAM RICHARD RYAN, an individual,
on behalf of himself and on behalf of all persons
similarly situated,

Plaintiff,

v.

RJT COMPUQUEST, INC., a California
corporation; and DOES 1-50, Inclusive,

Defendants.

Case No: 37-2023-00028342-CU-OE-CTL

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1) UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §17200 *et seq*;
- 2) FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510 *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 6) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
- 7) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203; and

- 1 8) FAILURE TO REIMBURSE
2 EMPLOYEES FOR REQUIRED
3 EXPENSES IN VIOLATION OF CAL.
4 LAB. CODE § 2802;
5 9) UNPAID SICK PAY IN VIOLATION OF
6 CAL. LAB. CODE § 246.
7 10) VIOLATIONS OF THE PRIVATE
8 ATTORNEY GENERAL ACT AT LABOR
9 CODE SECTIONS 2698 *ET SEQ.*

10 **DEMAND FOR A JURY TRIAL**

11 Plaintiff WILLIAM RICHARD RYAN (“PLAINTIFF”), an individual, on behalf of
12 himself and all other similarly situated current and former employees, alleges on information and
13 belief, except for his own acts and knowledge which are based on personal knowledge, the
14 following:

15 **THE PARTIES**

16 1. Defendant RJT COMPUQUEST, INC. (“DEFENDANT” and/or
17 “DEFENDANTS”) is a California corporation that at all relevant times mentioned herein
18 conducted and continues to conduct substantial and regular business in the state of California.

19 2. DEFENDANTS provides technology solutions services in the State of California,
20 including in the county of San Diego, where PLAINTIFF worked.

21 3. PLAINTIFF was employed by DEFENDANTS in California in October of 2022
22 as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and
23 rest periods and payment of minimum and overtime wages due for all time worked.

24 4. PLAINTIFF brings this Class Action on behalf of himself and a California class,
25 defined as all persons who are or previously were employed by DEFENDANT in California who
26 were classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the
27 period beginning four years from the date of filing of the original Complaint and ending on the
28 date as determined by the Court (the “CALIFORNIA CLASS PERIOD”). The amount in
controversy for the aggregate claim of the CALIFORNIA CLASS Members is under five million
dollars (\$5,000,000.00).

5. PLAINTIFF brings this Class Action on behalf of himself and a CALIFORNIA
CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during

1 the CLASS PERIOD caused by DEFENDANTS' uniform policy and practice which failed to
2 lawfully compensate these employees. DEFENDANTS' uniform policy and practice alleged
3 herein was an unlawful, unfair, and deceptive business practice whereby DEFENDANTS retained
4 and continue to retain wages due PLAINTIFF and the other members of the CALIFORNIA
5 CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction
6 enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and
7 the other members of the CALIFORNIA CLASS who have been economically injured by
8 DEFENDANTS' past and current unlawful conduct, and all other appropriate legal and equitable
9 relief.

10 6. The true names and capacities, whether individual, corporate, subsidiary,
11 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
12 unknown to PLAINTIFF who therefore sues this Defendant by such fictitious names pursuant to
13 Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this First Amended Complaint
14 to allege the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.
15 PLAINTIFF is informed and believe, and based upon that information and belief alleges, that the
16 Defendant named in this First Amended Complaint, including DOES 1 through 50, inclusive, are
17 responsible in some manner for one or more of the events and happenings that proximately caused
18 the injuries and damages hereinafter alleged.

19 7. The agents, servants and/or employees of the Defendants and each of them acting
20 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
21 agent, servant and/or employee of the Defendants, and personally participated in the conduct
22 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
23 Consequently, the acts of each Defendant are legally attributable to the other Defendants and all
24 Defendants are jointly and severally liable to PLAINTIFFS and the other members of the
25 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
26 Defendants' agents, servants and/or employees.

27 8. DEFENDANTS were PLAINTIFF's employers or persons acting on behalf of the
28 PLAINTIFF's employer, within the meaning of California Labor Code § 558, who violated or

1 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
2 regulating hours and days of work in any order of the Industrial Welfare Commission and, as
3 such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558,
4 at all relevant times.

5 9. DEFENDANTS were PLAINTIFF's employers or persons acting on behalf of
6 PLAINTIFF's employer either individually or as an officer, agent, or employee of another person,
7 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any
8 employee a wage less than the minimum fixed by California state law, and as such, are subject to
9 civil penalties for each underpaid employee.

10 10. DEFENDANTS' uniform policies and practices alleged herein were unlawful,
11 unfair, and deceptive business practices whereby DEFENDANTS retained and continue to retain
12 wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

13 11. PLAINTIFF and other members of the CALIFORNIA CLASS seek an injunction
14 enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and
15 other members of the CALIFORNIA CLASS who has been economically injured by
16 DEFENDANTS' past and current unlawful conduct, and all other appropriate legal and equitable
17 relief.

18 **JURISDICTION AND VENUE**

19 12. This Court has jurisdiction over this Action pursuant to California Code of Civil
20 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
21 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of
22 DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

23 13. Venue is proper in this Court pursuant to California Code of Civil Procedure,
24 Sections 395 and 395.5, because DEFENDANTS operate in locations across California, employ
25 the CALIFORNIA CLASS across California, including in this County, and committed the
26 wrongful conduct herein alleged in this County against the CALIFORNIA CLASS.

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THE CONDUCT

14. In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANTS as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest periods, failed to pay PLAINTIFFS and the other members of the CALIFORNIA CLASS for all time worked, failed compensate PLAINTIFF for off-the-clock work, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS overtime at the correct regular rate of pay, failed to compensate PLAINTIFF and other members of the CALIFORNIA CLASS meal and rest premiums at the regular rate of pay, failed to pay PLAINTIFF and other CALIFORNIA CLASS Members redeemed sick pay at the regular rate of pay, failed to reimburse PLAINTIFF and other CALIFORNIA CLASS Members for business expenses, and failed to issue to PLAINTIFF and the members of the CALIFORNIA CLASS with accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. DEFENDANTS’ uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows DEFENDANTS to illegally profit and gain an unfair advantage over competitors who comply with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

A. Meal Period Violations

15. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time to time during the CLASS PERIOD, DEFENDANT required PLAINTIFF and CALIFORNIA CLASS Members to work without paying them for all the time they were under DEFENDANTS’ control. Specifically,

1 DEFENDANTS required PLAINTIFF to work while clocked out during what was supposed to
2 be PLAINTIFF's off-duty meal break. Indeed, there were many days where PLAINTIFF did not
3 even receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA CLASS
4 Members forfeited minimum wage and overtime compensation by regularly working without their
5 time being accurately recorded and without compensation at the applicable minimum wage and
6 overtime rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other
7 CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANTS' business
8 records.

9 16. From time to time during the CLASS PERIOD, as a result of their rigorous work
10 schedules and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other
11 CALIFORNIA CLASS Members are from time to time unable to take thirty (30) minute off duty
12 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other
13 CALIFORNIA CLASS Members are required to perform work as ordered by DEFENDANTS for
14 more than five (5) hours during some shifts without receiving a meal break. Further,
15 DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a
16 second off-duty meal period for some workdays in which these employees are required by
17 DEFENDANTS to work ten (10) hours of work. The nature of the work performed by
18 PLAINTIFF and other CALIFORNIA CLASS Members does not qualify for the limited and
19 narrowly construed "on-duty" meal period exception. When they were provided with meal
20 periods, PLAINTIFF and other CALIFORNIA CLASS Members were, from time to time,
21 required to remain on duty and on call. Further, DEFENDANTS from time to time required
22 PLAINTIFF and other CALIFORNIA CLASS Members to maintain cordless communication
23 devices in order to receive and respond to work-related communications during what was
24 supposed to be their off-duty meal breaks. DEFENDANTS' failure to provide PLAINTIFF and
25 the CALIFORNIA CLASS Members with legally required meal breaks is evidenced by
26 DEFENDANTS' business records. As a result of their rigorous work schedules and
27 DEFENDANTS' inadequate staffing, PLAINTIFF and other members of the CALIFORNIA
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1 CLASS therefore forfeit meal breaks without additional compensation and in accordance with
2 DEFENDANTS' strict corporate policy and practice.

3 **B. Rest Period Violations**

4 17. From time to time during the CLASS PERIOD, PLAINTIFF and other
5 CALIFORNIA CLASS Members were also required to work in excess of four (4) hours without
6 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
7 DEFENDANTS' inadequate staffing. Further, for the same reasons, these employees were denied
8 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
9 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some
10 shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and
11 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
12 time to time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA
13 CLASS Members were, from time to time, required to on duty and/or on call. Further,
14 DEFENDANTS from time to time required PLAINTIFF and other CALIFORNIA CLASS
15 Members to maintain cordless communication devices in order to receive and respond to work-
16 related communications during what was supposed to be their off-duty rest breaks. PLAINTIFF
17 and other CALIFORNIA CLASS Members were also not provided with one-hour wages *in lieu*
18 thereof. As a result of their rigorous work schedules and DEFENDANTS' inadequate staffing,
19 PLAINTIFF and other CALIFORNIA CLASS Members were from time to time denied their
20 proper rest periods by DEFENDANT and DEFENDANTS' managers.

21 **C. Unreimbursed Business Expenses**

22 18. DEFENDANTS as a matter of corporate policy, practice, and procedure,
23 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF
24 and the other CALIFORNIA CLASS Members for required business expenses incurred by the
25 PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence of discharging
26 their duties on behalf of DEFENDANTS. Under California Labor Code Section 2802, employers
27 are required to indemnify employees for all expenses incurred in the course and scope of their
28 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or

1 her employee for all necessary expenditures or losses incurred by the employee in direct
2 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
3 the employer, even though unlawful, unless the employee, at the time of obeying the directions,
4 believed them to be unlawful.”

5 19. In the course of their employment, DEFENDANTS required PLAINTIFF and
6 other CALIFORNIA CLASS Members to incur personal expenses for the use of their personal
7 cell phones as a result of and in furtherance of their job duties. Specifically, PLAINTIFF and
8 other CALIFORNIA CLASS Members were required to use their personal cell phones and
9 personal home internet in order to perform work related tasks. However, DEFENDANTS
10 unlawfully failed to reimburse PLAINTIFF and other CALIFORNIA CLASS Members for the
11 use of their personal cell phones and personal home internet. As a result, in the course of their
12 employment with DEFENDANTS, the PLAINTIFF and other CALIFORNIA CLASS Members
13 incurred unreimbursed business expenses that included, but were not limited to, costs related to
14 the use of their personal cell phones and personal home internet, all on behalf of and for the
15 benefit of DEFENDANT.

16 **D. Wage Statement Violations**

17 20. California Labor Code Section 226 required an employer to furnish its employees
18 and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
19 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,
20 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
21 name of the employee and only the last four digits of the employee’s social security number or an
22 employee identification number other than a social security number, (8) the name and address of
23 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
24 period and the corresponding number of hours worked at each hourly rate by the employee.

25 21. From time to time during the CLASS PERIOD, when PLAINTIFF and other
26 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurately for
27 missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS
28 also failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and

1 accurate wage statements which failed to show, among other things, all deductions, the total hours
2 worked and all applicable hourly rates in effect during the pay period and the corresponding
3 amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed
4 meal and rest periods.

5 22. Further, DEFENDANT from time to time, failed to provide PLAINTIFF and other
6 CALIFORNIA CLASS Members with itemized wage statements altogether, in violation of Cal.
7 Lab. Code § 226(a).

8 23. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide
9 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with
10 Cal. Lab. Code § 226.

11 24. As a result, DEFENDANTS issued PLAINTIFF and other members of the
12 CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,
13 DEFENDANTS' violations are knowing and intentional, were not isolated due to an unintentional
14 payroll error due to clerical or inadvertent mistake.

15 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

16 25. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and
17 continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS
18 for all hours worked.

19 26. During the CLASS PERIOD, from time-to-time DEFENDANTS required
20 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
21 work, including but not limited to, time spent training, onboarding, and attending orientations.
22 This resulted in PLAINTIFF and other members of the CALIFORNIA CLASS to have to work
23 while off-the-clock.

24 27. DEFENDANTS directed and directly benefited from the undercompensated off-
25 the-clock work performed by PLAINTIFF and the other CALIFORNIA CLASS Members.

26 28. DEFENDANTS controlled the work schedules, duties, and protocols, applications,
27 assignments, and employment conditions of PLAINTIFF and the other members of the
28 CALIFORNIA CLASS.

1 29. DEFENDANTS were able to track the amount of time PLAINTIFF and the other
2 members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to
3 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
4 wages earned and owed for all the work they performed.

5 30. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-
6 exempt employees, subject to the requirements of the California Labor Code.

7 31. DEFENDANTS' policies and practices deprived PLAINTIFF and the other
8 CALIFORNIA CLASS Members of all minimum regular, overtime, and double time wages owed
9 for the off-the-clock work activities. Because PLAINTIFF and the other members of the
10 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than
11 eight (8) hours per day, DEFENDANTS' policies and practices also deprived them of overtime
12 pay.

13 32. DEFENDANTS knew or should have known that PLAINTIFF and the other
14 members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.

15 33. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
16 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control, and
17 benefit for the time spent working while off-the-clock. DEFENDANTS' uniform policy and
18 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all
19 hours worked in accordance with applicable law is evidenced by DEFENDANTS' business
20 records.

21 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums,**
22 **and Redeemed Sick Pay**

23 34. From time to time during the CLASS PERIOD, DEFENDANTS failed and
24 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS
25 Members for their overtime and double time hours worked, meal and rest period premiums, and
26 redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS Members
27 forfeited wages due to them for working overtime without compensation at the correct overtime
28 and double time rates, meal and rest period premiums, and redeemed sick pay rates.

1 DEFENDANTS' uniform policy and practice not to pay the CALIFORNIA CLASS Members at
2 the correct rate for all overtime and double time worked, meal and rest period premiums, and sick
3 pay in accordance with applicable law is evidenced by DEFENDANTS' business records.

4 35. State law provides that employees must be paid overtime at one-and-one-half times
5 their "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS Members were
6 compensated at an hourly rate plus incentive pay that was tied to specific elements of an
7 employee's performance.

8 36. The second component of PLAINTIFF'S and other CALIFORNIA CLASS
9 Members' compensation was DEFENDANTS' non-discretionary incentive program that paid
10 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their
11 performance for DEFENDANTS. The non-discretionary bonus program provided all employees
12 paid on an hourly basis with bonus compensation when the employees met the various
13 performance goals set by DEFENDANTS.

14 37. However, from time to time, when calculating the regular rate of pay in those pay
15 periods where PLAINTIFF and other CALIFORNIA CLASS Members worked overtime, double
16 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-
17 discretionary bonuses, DEFENDANTS failed to accurately include the non-discretionary bonus
18 compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked
19 rather than just all non-overtime hours worked. Management and supervisors described the
20 incentive/bonus program to potential and new employees as part of the compensation package.
21 As a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA
22 CLASS Members must be included in the "regular rate of pay." The failure to do so has resulted
23 in a systematic underpayment of overtime and double time compensation, meal and rest period
24 premium payments, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS
25 Members by DEFENDANTS. Specifically, California Labor Code Section 246 mandates that
26 paid sick time for non-exempt employees shall be calculated in the same manner as the regular
27 rate of pay for the workweek in which the non-exempt employee uses paid sick time, whether or
28 not the employee actually works overtime in that workweek. DEFENDANTS' conduct, as

1 articulated herein, by failing to include the incentive compensation as part of the “regular rate of
2 pay” for purposes of sick pay compensation was in violation of Cal. Lab. Code § 246 the
3 underpayment of which is recoverable under Cal. Lab. Code Sections 201, 202, 203, and/or 204.

4 38. In violation of the applicable sections of the California Labor Code and the
5 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANTS as a
6 matter of company policy, practice, and procedure, intentionally and knowingly failed to
7 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate
8 of pay for all overtime and double time worked, meal and rest period premiums, and redeemed
9 sick pay as required by California law which allowed DEFENDANTS to illegally profit and gain
10 an unfair advantage over competitors who complied with the law. To the extent equitable tolling
11 operates to toll claims by the CALIFORNIA CLASS Members against DEFENDANTS, the
12 CLASS PERIOD should be adjusted accordingly.

13 **G. Unlawful Deductions**

14 39. DEFENDANTS, from time-to-time unlawfully deducted wages from PLAINTIFF
15 and CALIFORNIA CLASS Members’ pay without explanations and without authorization to do
16 so or notice to PLAINTIFF and the CALIFORNIA CLASS Members. As a result,
17 DEFENDANTS violated Labor Code § 221.

18 **H. Timekeeping Manipulation**

19 40. During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an
20 immutable timekeeping system to accurately record and pay PLAINTIFF and other members of
21 the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the
22 CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal
23 and rest breaks. As a result, DEFENDANT was able to and did in fact, unlawfully, and
24 unilaterally alter the time recorded in DEFENDANTS’ timekeeping system for PLAINTIFF and
25 other members of the CALIFORNIA CLASS in order to avoid paying these employees for all
26 hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and
27 missed rest breaks.
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1 41. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from
2 time-to-time, forfeited time worked by working without their time being accurately recorded and
3 without compensation at the applicable pay rates.

4 42. The mutability of the timekeeping system also allowed DEFENDANTS to alter
5 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS'
6 timekeeping system so as to create the appearance that PLAINTIFF and other members of the
7 CALIFORNIA CLASS clocked out for thirty (30) minute meal break when in fact the employees
8 were not at all times provided an off-duty meal break. This practice is a direct result of
9 DEFENDANTS' uniform policy and practice of denying employees uninterrupted thirty (30)
10 minute off-duty meal breaks each day or otherwise compensate them for missed meal breaks.

11 43. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
12 forfeited wages due them for all hours worked at DEFENDANTS' direction, control and benefit
13 for the time the timekeeping system was inoperable. DEFENDANTS' uniform policy and
14 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all
15 hours worked in accordance with applicable law is evidenced by DEFENDANTS' business
16 records.

17 **I. Unlawful Rounding Practices**

18 44. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in
19 place an immutable timekeeping system to accurately record and pay PLAINTIFFS and other
20 CALIFORNIA CLASS Members for the actual time these employees worked each day,
21 including overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding
22 policy and practice that resulted in PLAINTIFFS and CALIFORNIA CLASS Members being
23 undercompensated for all of their time worked. As a result, DEFENDANTS were able to and did
24 in fact unlawfully, and unilaterally round the time recorded in DEFENDANTS' timekeeping
25 system for PLAINTIFFS and the members of the CALIFORNIA CLASS in order to avoid paying
26 these employees for all their time worked, including the applicable overtime compensation for
27 overtime worked. As a result, PLAINTIFFS and other CALIFORNIA CLASS Members, from
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time to time, forfeited compensation for their time worked by working without their time being accurately recorded and without compensation at the applicable overtime rates.

45. Further, the mutability of DEFENDANTS' timekeeping system and unlawful rounding policy and practice resulted in PLAINTIFFS and CALIFORNIA CLASS Members' time being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful rounding policy and practice caused PLAINTIFFS and CALIFORNIA CLASS Members to perform work as ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-duty meal break.

J. Violations for Untimely Payment of Wages

46. Pursuant to California Labor Code section 204, PLAINTIFF and the CALIFORNIA CLASS members were entitled to timely payment of wages during their employment. PLAINTIFF and the CALIFORNIA CLASS members, from time to time, did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, meal period premium wages, and rest period premium wages within permissible time period.

47. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take off duty meal and rest breaks and was not fully relieved of duty for his rest and meal periods. PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to provide PLAINTIFF with a second off-duty meal period each workday in which he was required by DEFENDANTS to work ten (10) hours of work. When DEFENDANTS provided PLAINTIFF with a rest break, they required PLAINTIFF to remain on-duty and on-call for the rest break. DEFENDANTS policy caused PLAINTIFF to remain on-call and on-duty during what was supposed to be his off-duty meal periods. PLAINTIFF therefore forfeited meal and rest breaks without additional compensation and in accordance with DEFENDANTS' strict corporate policy and practice. Moreover, DEFENDANTS also provided PLAINTIFF with paystubs that failed to comply with Cal. Lab. Code § 226. Further, DEFENDANTS also failed to reimburse PLAINTIFF for required business expenses related to the personal expenses incurred for the use of their personal cell phone and personal home internet, on behalf of and in

1 furtherance of his employment with DEFENDANTS. To date, DEFENDANTS have not fully
2 paid PLAINTIFF the minimum, overtime and double time compensation still owed to him or
3 any penalty wages owed to him under Cal. Lab. Code § 203. The amount in controversy for
4 PLAINTIFF individually does not exceed the sum or value of \$75,000.

5 **CLASS ACTION ALLEGATIONS**

6 48. PLAINTIFF brings this Class Action on behalf of himself, and a California class
7 defined as all persons who are or previously were employed by DEFENDANT in California and
8 classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the period
9 beginning four (4) years prior to the filing of the original Complaint and ending on the date as
10 determined by the Court (the "CLASS PERIOD").

11 49. PLAINTIFF and the other CALIFORNIA CLASS Members have uniformly been
12 deprived of wages and penalties from unpaid wages earned and due, including but not limited to
13 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
14 illegal meal and rest period policies, failed to reimburse for business expenses, failed compensate
15 for off-the-clock work, failure to provide accurate itemized wage statements, failure to maintain
16 required records, and interest, statutory and civil penalties, attorney's fees, costs, and expenses.

17 50. The members of the class are so numerous that joinder of all class members is
18 impractical.

19 51. Common questions of law and fact regarding DEFENDANTS' conduct, including
20 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately
21 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the
22 regular rate of compensation for missed meal and rest period premiums, failing to provide legally
23 compliant meal and rest periods, failure to reimburse for business expenses, failure to provide
24 accurate itemized wage statements accurate, and failure to ensure they are paid at least minimum
25 wage and overtime, exist as to all members of the class and predominate over any questions
26 affecting solely any individual members of the class. Among the questions of law and fact
27 common to the class are:
28

- a. Whether DEFENDANT maintained legally compliant meal period policies and practices;
- b. Whether DEFENDANT maintained legally compliant rest period policies and practices;
- c. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS Members accurate premium payments for missed meal and rest periods;
- d. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS Members accurate overtime wages;
- e. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS Members at least minimum wage for all hours worked;
- f. Whether DEFENDANT failed to compensate PLAINTIFF and the CALIFORNIA CLASS Members for required business expenses;
- g. Whether DEFENDANT issued legally compliant wage statements;
- h. Whether DEFENDANT committed an act of unfair competition by systematically failing to record and pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked;
- i. Whether DEFENDANT committed an act of unfair competition by systematically failing to record all meal and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit of this work, required employees to perform this work and permits or suffers to permit this work;
- j. Whether DEFENDANT committed an act of unfair competition in violation of the UCL, by failing to provide the PLAINTIFF and the other members of the CALIFORNIA CLASS with the legally required meal and rest periods.

52. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a result of DEFENDANTS' conduct and actions alleged herein.

53. PLAINTIFF'S claims are typical of the claims of the CALIFORNIA CLASS, and PLAINTIFF has the same interests as the other members of the class.

1 54. PLAINTIFF will fairly and adequately represent and protect the interests of the
2 CALIFORNIA CLASS Members.

3 55. PLAINTIFF retained able class counsel with extensive experience in class action
4 litigation.

5 56. Further, PLAINTIFF's interests are coincident with, and not antagonistic to, the
6 interest of the other CALIFORNIA CLASS Members.

7 57. There is a strong community of interest among PLAINTIFF and the members of
8 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANTS are
9 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
10 sustained.

11 58. The questions of law and fact common to the CALIFORNIA CLASS Members
12 predominate over any questions affecting only individual members, including legal and factual
13 issues relating to liability and damages.

14 59. A class action is superior to other available methods for the fair and efficient
15 adjudication of this controversy because joinder of all class members is impractical. Moreover,
16 since the damages suffered by individual members of the class may be relatively small, the
17 expense and burden of individual litigation makes it practically impossible for the members of
18 the class individually to redress the wrongs done to them. Without class certification and
19 determination of declaratory, injunctive, statutory, and other legal questions within the class
20 format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will
21 create the risk of:

- 22 a. Inconsistent or varying adjudications with respect to individual members of the
23 CALIFORNIA CLASS which would establish incompatible standards of conduct
24 for the parties opposing the CALIFORNIA CLASS; and/or,
25 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
26 which would as a practical matter be dispositive of the interests of the other
27 members not party to the adjudication or substantially impair or impeded their
28 ability to protect their interests.

60. Class treatment provides manageable judicial treatment calculated to bring an efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANT.

FIRST CAUSE OF ACTION

Unlawful Business Practices

(Cal. Bus. And Prof. Code §§ 17200, *et seq.*)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)

61. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this First Amended Complaint.

62. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof. Code § 17021.

63. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition as follows:

Any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction. The court may make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition, as defined in this chapter, or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition. (Cal. Bus. & Prof. Code § 17203).

64. By the conduct alleged herein, DEFENDANTS have engaged and continue to engage in a business practice which violates California law, including but not limited to, the applicable Wage Order(s), the California Code of Regulations and the California Labor Code including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and 2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

1 65. By the conduct alleged herein, DEFENDANTS' practices were unlawful and
2 unfair in that these practices violated public policy, were immoral, unethical, oppressive
3 unscrupulous or substantially injurious to employees, and were without valid justification or
4 utility for which this Court should issue equitable and injunctive relief pursuant to Section 17203
5 of the California Business & Professions Code, including restitution of wages wrongfully
6 withheld.

7 66. By the conduct alleged herein, DEFENDANTS' practices were deceptive and
8 fraudulent in that DEFENDANTS' uniform policy and practice failed to provide the legally
9 mandated meal and rest periods and the required amount of compensation for missed meal and
10 rest periods, failed to pay minimum and overtime wages owed, and failed to reimburse all
11 necessary business expenses incurred, due to a systematic business practice that cannot be
12 justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission
13 requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should
14 issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
15 restitution of wages wrongfully withheld.

16 67. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,
17 unfair, and deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the
18 other members of the CALIFORNIA CLASS to be underpaid during their employment with
19 DEFENDANTS.

20 68. By the conduct alleged herein, DEFENDANTS' practices were also unfair and
21 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to provide
22 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as
23 required by Cal. Lab. Code §§ 226.7 and 512.

24 69. Therefore, PLAINTIFF demands on behalf of himself and on behalf of each
25 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
26 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for
27 each workday in which a second off-duty meal period was not timely provided for each ten (10)
28 hours of work.

1 70. PLAINTIFF further demands on behalf of himself and on behalf of each
2 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was
3 not timely provided as required by law.

4 71. By and through the unlawful and unfair business practices described herein,
5 DEFENDANTS have obtained valuable property, money and services from PLAINTIFF and the
6 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
7 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
8 detriment of these employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS
9 to unfairly compete against competitors who comply with the law.

10 72. All the acts described herein as violations of, among other things, the Industrial
11 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
12 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and
13 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
14 practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

15 73. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
16 and do, seek such relief as may be necessary to restore to them the money and property which
17 DEFENDANTS have acquired, or of which PLAINTIFF and the other members of the
18 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair
19 business practices, including earned but unpaid wages for all time worked.

20 74. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
21 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair,
22 and deceptive, and that injunctive relief should be issued restraining DEFENDANTS from
23 engaging in any unlawful and unfair business practices in the future.

24 75. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
25 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of
26 DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a
27 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other
28 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal

1 and economic harm unless DEFENDANTS are restrained from continuing to engage in these
2 unlawful and unfair business practices.

3 **SECOND CAUSE OF ACTION**

4 **Failure To Pay Minimum Wages**

5 **(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

6 **Alleged by PLAINTIFF and the CALIFORNIA CLASS against ALL Defendants)**

7 76. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
8 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this First
9 Amended Complaint.

10 77. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim
11 for DEFENDANT'S willful and intentional violations of the California Labor Code and the
12 Industrial Welfare Commission requirements for DEFENDANT'S failure to accurately calculate
13 and pay minimum wages to PLAINTIFF and the CALIFORNIA CLASS Members.

14 78. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
15 policy, an employer must timely pay its employees for all hours worked.

16 79. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
17 commission is the minimum wage to be paid to employees, and the payment of a lesser wage than
18 the minimum so fixed is unlawful.

19 80. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
20 including minimum wage compensation and interest thereon, together with the costs of suit.

21 81. DEFENDANT maintained a uniform wage practice of paying PLAINTIFF and the
22 other members of the CALIFORNIA CLASS without regard to the correct amount of time they
23 worked, and instead paying PLAINTIFF and other members of the CALIFORNIA CLASS on a
24 piece-rate per-visit basis. As set forth herein, DEFENDANT'S uniform policy and practice was
25 to unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the other
26 members of the CALIFORNIA CLASS.

27 82. DEFENDANT'S uniform pattern of unlawful wage and hour practices manifested,
28 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of

1 implementing a uniform policy and practice that denied accurate compensation to PLAINTIFF
2 and the other members of the CALIFORNIA CLASS in regards to minimum wage pay.

3 83. In committing these violations of the California Labor Code, DEFENDANT
4 inaccurately calculated the amount of time worked and consequently underpaid the actual time
5 worked by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANT acted
6 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of
7 the California Labor Code, the Industrial Welfare Commission requirements and other applicable
8 laws and regulations.

9 84. As a direct result of DEFENDANT'S unlawful wage practices as alleged herein,
10 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the minimum
11 wage compensation for all their time worked for DEFENDANT.

12 85. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and the other members
13 of the CALIFORNIA CLASS were paid less for time worked than they were entitled to,
14 constituting a failure to pay all earned wages.

15 86. By virtue of DEFENDANT'S unlawful failure to accurately pay all earned
16 compensation to PLAINTIFFS and the other members of the CALIFORNIA CLASS for the true
17 time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have
18 suffered and will continue to suffer an economic injury in amounts which are presently unknown
19 to them and which will be ascertained according to proof at trial.

20 87. DEFENDANT knew or should have known that PLAINTIFF and the other
21 members of the CALIFORNIA CLASS are under-compensated for their time worked.
22 DEFENDANT systematically elected, either through intentional malfeasance or gross
23 nonfeasance, to not pay employees for their labor as a matter of uniform corporate policy, practice
24 and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
25 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages
26 for their time worked.

27 88. In performing the acts and practices herein alleged in violation of California labor
28 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked

1 and provide them with the requisite compensation, DEFENDANT acted and continues to act
2 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
3 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
4 consequences to them, and with the despicable intent of depriving them of their property and legal
5 rights, and otherwise causing them injury in order to increase company profits at the expense of
6 these employees.

7 89. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore
8 request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the
9 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
10 California Labor Code and/or other applicable statutes. To the extent minimum wage
11 compensation is determined to be owed to the CALIFORNIA CLASS Members who have
12 terminated their employment, DEFENDANT'S conduct also violates Labor Code §§ 201 and/or
13 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab.
14 Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS
15 Members. DEFENDANT'S conduct as alleged herein was willful, intentional and not in good
16 faith. Further, PLAINTIFFS and other CALIFORNIA CLASS Members are entitled to seek and
17 recover statutory costs.

18 **THIRD CAUSE OF ACTION**

19 **Failure To Pay Overtime Compensation**

20 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

21 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against ALL Defendants)**

22 90. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
23 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this First
24 Amended Complaint.

25 91. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim
26 for DEFENDANTS' willful and intentional violations of the California Labor Code and the
27 Industrial Welfare Commission requirements for DEFENDANTS' failure to pay these employees
28

1 for all overtime worked, including, work performed in excess of eight (8) hours in a workday,
2 and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

3 92. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
4 policy, an employer must timely pay its employees for all hours worked.

5 93. Cal. Lab. Code § 510 further provides that employees in California shall not be
6 employed more than eight (8) hours per workday and more than forty (40) hours per workweek
7 unless they receive additional compensation beyond their regular wages in amounts specified by
8 law.

9 94. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
10 including minimum wage and overtime compensation and interest thereon, together with the costs
11 of suit. Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours
12 than those fixed by the Industrial Welfare Commission is unlawful.

13 95. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS Members
14 were required by DEFENDANT to work for DEFENDANT and were not paid for all the time
15 they worked, including overtime work.

16 96. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
17 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
18 implementing a uniform policy and practice that failed to accurately record overtime worked by
19 PLAINTIFF and other CALIFORNIA CLASS Members and denied accurate compensation to
20 PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked,
21 including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve
22 (12) hours in a workday, and/or forty (40) hours in any workweek.

23 97. In committing these violations of the California Labor Code, DEFENDANTS
24 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
25 PLAINTIFF and other CALIFORNIA CLASS Members. DEFENDANTS acted in an illegal
26 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
27 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
28 regulations.

1 98. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
2 the PLAINTIFFS and the other members of the CALIFORNIA CLASS did not receive the correct
3 overtime compensation for their time worked for DEFENDANTS.

4 99. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
5 from the overtime requirements of the law. None of these exemptions are applicable to
6 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the
7 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
8 agreement that would preclude the causes of action contained herein this Complaint. Rather,
9 PLAINTIFF brings this Action on behalf of himself and the CALIFORNIA CLASS based on
10 DEFENDANTS' violations of non-negotiable, non-waivable rights provided by the State of
11 California.

12 100. During the CLASS PERIOD, PLAINTIFF and the other members of the
13 CALIFORNIA CLASS were paid less for overtime worked that they were entitled to, constituting
14 a failure to pay all earned wages.

15 101. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of
16 the CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
17 maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194, & 1198, even
18 though PLAINTIFF and the other members of the CALIFORNIA CLASS were regularly required
19 to work, and did in fact work overtime, and did in fact work overtime as to which DEFENDANTS
20 failed to accurately record and pay as evidenced by DEFENDANTS' business records and
21 witnessed by employees.

22 102. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
23 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
24 amount of overtime they worked, PLAINTIFF and the other members of the CALIFORNIA
25 CLASS have suffered and will continue to suffer an economic injury in amounts which are
26 presently unknown to them, and which will be ascertained according to proof at trial.

27 103. DEFENDANTS knew or should have known that PLAINTIFF and the other
28 members of the CALIFORNIA CLASS were undercompensated for their time worked.

1 DEFENDANTS systematically elected, either through intentional malfeasance or gross
2 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
3 procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
4 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct overtime wages for
5 their overtime worked.

6 104. In performing the acts and practices herein alleged in violation of California labor
7 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
8 and provide them with the requisite compensation, DEFENDANTS acted and continue to act
9 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
10 CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the
11 consequences to them, and with the despicable intent of depriving them of their property and legal
12 rights, and otherwise causing them injury in order to increase company profits at the expense of
13 these employees.

14 105. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS
15 request recovery of overtime wages, according to proof, interest, statutory costs, as well as the
16 assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the
17 California Labor Code and/or other applicable statutes. To the extent overtime compensation is
18 determined to be owed to the CALIFORNIA CLASS Members who have terminated their
19 employment, DEFENDANTS' conduct also violates Labor Code §§ 201 and/or 202, and therefore
20 these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which
21 penalties are sought herein. DEFENDANTS' conduct as alleged herein was willful, intentional,
22 and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are
23 entitled to seek and recover statutory costs.

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109. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

FIFTH CAUSE OF ACTION

Failure to Provide Required Rest Periods

(Cal. Lab. Code §§ 226.7 & 512)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS and against all Defendants)

110. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this First Amended Complaint.

111. From time to time, PLAINTIFF and other CALIFORNIA CLASS Members were required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS Members were periodically denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers. In addition, DEFENDANTS failed to compensate PLAINTIFF and other CALIFORNIA CLASS Members for their rest periods as required by the applicable Wage Order and Labor Code. As a result, DEFENDANTS' failure to provide PLAINTIFFS and the CALIFORNIA CLASS Members with all the legally required paid rest periods is evidenced by DEFENDANTS' business records.

112. DEFENDANTS further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members who were not provided a rest period, in accordance with the applicable Wage Order,

1 one additional hour of compensation at each employee's regular rate of pay for each workday that
2 rest period was not provided.

3 113. As a proximate result of the aforementioned violations, PLAINTIFF and
4 CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial,
5 and seek all wages earned and due, interest, penalties, expenses and costs of suit.

6 **SIXTH CAUSE OF ACTION**

7 **Failure to Provide Accurate Itemized Statements**

8 **(Cal. Lab. Code § 226)**

9 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS and against all Defendants)**

10 114. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
11 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this First
12 Amended Complaint.

13 115. Cal. Labor Code § 226 provides that an employer must furnish employees with an
14 "accurate itemized" statement in writing showing:

- 15 a. Gross wages earned,
- 16 b. (2) total hours worked by the employee, except for any employee whose
17 compensation is solely based on a salary and who is exempt from payment
18 of overtime under subdivision (a) of Section 515 or any applicable order of
19 the Industrial Welfare Commission,
- 20 c. the number of piece-rate units earned and any applicable piece rate if the employee
21 is paid on a piece-rate basis,
- 22 d. all deductions, provided that all deductions made on written orders of the employee
23 may be aggregated and shown as one item,
- 24 e. net wages earned,
- 25 f. the inclusive dates of the period for which the employee is paid,
- 26 g. the name of the employee and his or her social security number, except that by
27 January 1, 2008, only the last four digits of his or her social security number of an
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employee identification number other than social security number may be shown on the itemized statement,

h. the name and address of the legal entity that is the employer, and

i. all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

116. When DEFENDANTS did not accurately record PLAINTIFF'S and other CALIFORNIA CLASS Members' missed meal and rest breaks, or were paid inaccurate missed meal and rest break premiums, or were not paid for all hours worked, DEFENDANTS violated Cal. Lab. Code § 226 in that DEFENDANTS failed to provide PLAINTIFFS and other CALIFORNIA CLASS Members with complete and accurate wage statements which failed to show, among other things, all deductions, the accurate gross wages earned, net wages earned, the total hours worked and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate, and correct rates of pay for penalty payments or missed meal and rest periods.

117. Further, DEFENDANT from time to time, failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with itemized wage statements altogether, in violation of Cal. Lab. Code § 226(a).

118. In addition to the foregoing, DEFENDANTS failed to provide itemized wage statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the requirements of California Labor Code Section 226.

119. DEFENDANTS knowingly and intentionally failed to comply with Cal. Lab. Code § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended calculating the correct wages for all missed meal and rest breaks and the amount of employment taxes which were not properly paid to state and federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period

pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the CALIFORNIA CLASS herein).

SEVENTH CAUSE OF ACTION

Failure to Pay Wages When Due

(Cal. Lab. Code § 203)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS and against all Defendants)

120. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this First Amended Complaint.

121. Cal. Lab. Code § 200 provides that:

As used in this article:

- (d) "Wages" includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, Commission basis, or other method of calculation.
- (e) "Labor" includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the to be paid for is performed personally by the person demanding payment.

122. Cal. Lab. Code § 201 provides, in relevant part, that "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

123. Cal. Lab. Code § 202 provides, in relevant part, that:

If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting.

124. There was no definite term in PLAINTIFF's or any CALIFORNIA CLASS Members' employment contract.

125. Cal. Lab. Code § 203 provides:

1 If an employer willfully fails to pay, without abatement or reduction, in accordance with
2 Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who
3 quits, the wages of the employee shall continue as a penalty from the due date thereof at
the same rate until paid or until an action therefor is commenced; but the wages shall not
continue for more than 30 days.

4 126. The employment of PLAINTIFF and many CALIFORNIA CLASS Members
5 terminated and DEFENDANT has not tendered payment of wages to these employees who were
6 underpaid for minimum wage and/or overtime wage, and/or missed meal and rest breaks, as
7 required by law.

8 127. Therefore, as provided by Cal Lab. Code § 203, on behalf of himself and the
9 members of the CALIFORNIA CLASS whose employment has, PLAINTIFF demands up to
10 thirty (30) days of pay as penalty for not paying all wages due at time of termination for all
11 employees who terminated employment during the CLASS PERIOD, and demand an accounting
12 and payment of all wages due, plus interest and statutory costs as allowed by law.

13 **EIGHTH CAUSE OF ACTION**

14 **Failure to Reimburse Employees for Required Expenses**

15 **(Cal. Lab. Code §§ 2802)**

16 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS and against all Defendants)**

17 128. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
18 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this First
19 Amended Complaint.

20 129. Cal. Lab. Code § 2802 provides, in relevant part, that:

21 An employer shall indemnify his or her employee for all necessary expenditures or
22 losses incurred by the employee in direct consequence of the discharge of his or her
duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them
to be unlawful.

23 130. From time to time during the CLASS PERIOD, DEFENDANTS violated Cal. Lab.
24 Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS
25 members for required expenses incurred in the discharge of their job duties for DEFENDANTS'
26 benefit. DEFENDANTS failed to reimburse PLAINTIFF and the CALIFORNIA CLASS
27 members for expenses which included, but were not limited to, the use of their personal cell
28 phones and personal home internet, all on behalf of and for the benefit of DEFENDANTS.

Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required by DEFENDANTS to use their personal cell phones and personal home internet to execute their essential job duties on behalf of DEFENDANTS. DEFENDANTS' uniform policy, practice and procedure was to not reimburse PLAINTIFF and the CALIFORNIA CLASS members for expenses resulting from the use of their personal cell phones within the course and scope of their employment for DEFENDANTS. These expenses were necessary to complete their principal job duties. DEFENDANTS are estopped by DEFENDANTS' conduct to assert any waiver of this expectation. Although these expenses were necessary expenses incurred by PLAINTIFF and the CALIFORNIA CLASS members, DEFENDANTS failed to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS members for these expenses as an employer is required to do under the laws and regulations of California.

131. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred by him and the CALIFORNIA CLASS members in the discharge of their job duties for DEFENDANTS, or their obedience to the directions of DEFENDANTS, with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

NINTH CAUSE OF ACTION

Unpaid Sick Pay

(Cal. Lab. Code § 246, *et seq.*)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS and against all DEFENDANT)

132. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this First Amended Complaint.

133. Cal. Labor Code Sections 246(I)(1) mandates that "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek."

134. From time-to-time, during the PLAINTIFF and other members of the CALIFORNIA CLASS were compensated at an hourly rate plus either non-discretionary

1 incentive pay. As a matter of law, the non-discretionary incentive compensation received by
2 PLAINTIFF and other members of the CALIFORNIA CLASS must be included in the “regular
3 rate of pay.”

4 135. From time-to-time during the CLASS PERIOD, in those pay periods where
5 PLAINTIFF and other members of the CALIFORNIA CLASS earned hourly compensation and
6 either non-discretionary incentive compensation, and took paid sick time, DEFENDANT failed
7 to properly calculate the regular rate of pay for purposes of compensating paid sick time by
8 omitting non-discretionary incentive pay from the regular rate of pay.

9 136. DEFENDANT’s uniform policy and practice of omitting non-discretionary
10 incentive pay and/or piece-rate pay from the regular rate of pay for purposes of paying paid sick
11 pay, resulted in the underpayment of sick pay wages to PLAINTIFF and other members of the
12 CALIFORNIA CLASS. PLAINTIFF and other members of the CALIFORNIA CLASS therefore
13 request recovery of all unpaid wages, including sick pay wages, according to proof, interest,
14 statutory costs, as well as the assessment of any statutory penalties against DEFENDANT, in a
15 sum as provided by the California Labor Code and/or other applicable statutes. To the extent
16 overtime compensation is determined to be owed to other members of the CALIFORNIA CLASS
17 who have terminated their employment, DEFENDANT’s conduct also violates Labor Code §§
18 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under
19 Cal. Lab. Code § 203, which penalties are sought herein on behalf of other members of the
20 CALIFORNIA CLASS. DEFENDANT’S conduct as alleged herein was willful, intentional and
21 not in good faith. Further, PLAINTIFF and other members of the CALIFORNIA CLASS are
22 entitled to seek and recover statutory costs.

23 137. Cal. Lab. Code § 246(i) provides that:

24 An employer shall provide an employee with written notice that sets forth the
25 amount of paid sick leave available, or paid time off leave an employer provides in
26 lieu of sick leave, for use on either the employee’s itemized wage statement
27 described in Section 226 or in a separate writing provided on the designated pay
28 date with the employee’s payment of wages. If an employer provides unlimited paid
sick leave or unlimited paid time off to an employee, the employer may satisfy this
section by indicating on the notice or the employee’s itemized wage statement
“unlimited.”

138. From time to time, DEFENDANT failed to furnish PLAINTIFF and other members of the CALIFORNIA CLASS with written wage statements setting forth the amount of paid sick leave available to them, as required under Cal. Lab. Code §§ 246, *et seq.* As a result, PLAINTIFF and other members of the CALIFORNIA CLASS are entitled to seek and recover statutory costs.

TENTH CAUSE OF ACTION

Violations of the Private Attorneys General Act

(Cal. Lab. Code §§ 2698 *et seq.*)

(Alleged by PLAINTIFF in his representative capacity against all Defendants)

139. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein, the prior paragraphs of this First Amended Complaint.

140. PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who do so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys general to recover civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be subject to arbitration.

141. PLAINTIFF brings this Representative Action on behalf of the State of California with respect to himself and all of DEFENDANT’S current and former non-exempt employees employed in California (“AGGRIEVED EMPLOYEES”) between May 5, 2022 and a future date set by this Court (“PAGA PERIOD”).

142. To the extent equitable tolling operates to toll the claims asserted by the PLAINTIFF against DEFENDANT, the PAGA PERIOD should be adjusted accordingly.

1 143. At all relevant times, for the reasons described herein, and others, PLAINTIFF and
2 similarly situated employees were aggrieved employees of DEFENDANT within the meaning of
3 Labor Code Section 2699(c).

4 144. Labor Code Sections 2699(a) and (g) authorize an AGGRIEVED EMPLOYEE,
5 like PLAINTIFF, on behalf of himself and other current or former employees, to bring a civil
6 action to recover civil penalties pursuant to the procedures specified in Labor Code Section 2699.3

7 145. PLAINTIFF complied with the procedures for bringing suit specified in Labor
8 Code Section 2699.3. By certified letter, return receipt requested, dated May 5, 2023,
9 PLAINTIFF gave written notice to the Labor and Workforce Development Agency (“LWDA”)
10 and to DEENDANTS of the specific provisions of the Labor Code alleged to have been violated,
11 including the facts and theories to support the alleged violations.

12 146. As of the date of this filing, the LWDA has not provided any notice by certified
13 mail of its intent to investigate the DEFENDANTS’ alleged violations as mandated by Labor
14 Code Section 2699.3(a)(2)(A). Accordingly, pursuant to Labor Code Section 2699.3(a)(2)A,
15 PLAINTIFFS may commence and is authorized to pursue this cause of action.

16 147. Pursuant to Labor Code Sections 2699(a) and (f), PLAINTIFF and similarly
17 AGGRIEVED EMPLOYEES are entitled to civil penalties for DEFENDANTS’ violations of
18 Labor Code Section 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7,
19 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, 2804 in the
20 following amounts:

- 21 a. For violation of Labor Code Sections 201, 202, 203, and 204, one
22 hundred dollars (\$100) for each AGGRIEVED EMPLOYEE per pay
23 period for the initial violation and two hundred dollars (\$200) for
24 each AGGIEVED EMPLOYEE per pay period for each subsequent
25 violation [penalty per Labor Code Section 2699(f)(2)];
26 b. For violations of Labor Code Section 226(a), a civil penalty in the
27 amount of two hundred fifty dollars (\$250) for each AGGRIEVED
28 EMOPLYEE for any initial violation and one thousand dollars for

- 1 each subsequent violation [penalty per Labor Code Section 226.3];
- 2 c. For violations of Labor Code Sections 204, a civil penalty in the
- 3 amount of one hundred dollars (\$100) for each AGGRIEVED
- 4 EMPLOYEE for any initial violation and two hundred dollars (\$200)
- 5 for AGGIEVED EMPLOYEE for each subsequent violation [penalty
- 6 per Labor Code Section 210];
- 7 d. For violations of Labor Code Sections 226.7, 510 and 512, a civil
- 8 penalty in the amount of fifty dollars (\$50) for each underpaid
- 9 AGGRIEVED EMPLOYEE for the initial violation and hundred
- 10 dollars (\$100) for each underpaid AGGIEVED EMPLOYEE for each
- 11 subsequent violation [penalty per Labor Code Section 558];
- 12 e. For violations of Labor Code Section 2269(a), a civil penalty in the
- 13 amount of two hundred fifty dollars (\$250) per AGGRIEVED
- 14 EMPLOYEE per violation in an initial citation and one thousand
- 15 dollars (\$1,000) per AGGRIEVED EMPLOYEE for each subsequent
- 16 violation [penalty per Labor Code Section 226.3];
- 17 f. For violations of Labor Code Section 1174(d), a civil penalty in the
- 18 amount of five hundred (\$500) dollars for per AGGRIEVED
- 19 EMPLOYEE [penalty per Labor Code Section 1174.5].
- 20 g. For violations of Labor Code Sections 1194, 1194.2, 1197, 1198 and
- 21 1199, a civil penalty in the amount of one hundred dollars (\$100) per
- 22 AGGRIEVED EMPLOYEE per pay period for the initial violation
- 23 and two hundred dollars fifty (\$250) per AGGIEVED EMPLOYEE
- 24 per pay period for each subsequent violation [penalty per Labor Code
- 25 Section].

26 148. For all provisions of the Labor Code for which civil penalty is not specifically

27 provided, Labor Code § 2699(f) imposes upon Defendant a penalty of one hundred dollars (\$100)

28 for each AGGRIEVED EMPLOYEE per pay period for the initial violation and two hundred

dollars (\$200) for each AGGRIEVED EMPLOYEE per pay period for each subsequent violation. PLAINTIFFS and the AGGRIEVED EMPLOYEES are entitled to an award of reasonable attorney's fees and costs in connection with their claims for civil penalties pursuant to Labor Code Section 2699(g)(1).

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for a judgment against each Defendant, jointly and severally, as follows:

1. On behalf of the CALIFORNIA CLASS:

- a. That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- b. An order temporarily, preliminarily and permanently enjoining and restraining DEFENDANT from engaging in similar unlawful conduct as set forth herein;
- c. An order requiring DEFENDANT to pay all overtime wages and all sums unlawfully withheld from compensation due to PLAINTIFFS and the other members of the CALIFORNIA CLASS; and
- d. Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANT's violations due to PLAINTIFFS and to the other members of the CALIFORNIA CLASS.

2. On behalf of the CALIFORNIA CLASS:

- a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- b. Compensatory damages, according to proof at trial, including compensatory damages for minimum wages, overtime compensation, unreimbursed expenses, and separately owed rest periods, due to PLAINTIFF and the other members of the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest thereon at the statutory rate;
- c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and

1 the applicable IWC Wage Order;

2 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
3 which a violation occurs and one hundred dollars (\$100) per each member of the
4 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding
5 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for
6 violation of Cal. Lab. Code § 226;

7 e. The wages of all terminated employees from the CALIFORNIA CLASS as a
8 penalty from the due date thereof at the same rate until paid or until an action
9 therefore is commenced, in accordance with Cal. Lab. Code § 203.

10 3. On behalf of the State of California and the AGGRIEVED EMPLOYEES

11 a. For reasonable attorneys' fees and costs of suit to the extent permitted by law,
12 including pursuant to Cal. Cal. Code § 2699, et seq.

13 b. For civil penalties to the extent permitted by law pursuant to the Labor Code under
14 the Private Attorneys General Act; and

15 c. For such other relief as the Court deems just and proper

16 4. On all claims:

17 a. An award of interest, including prejudgment interest at the legal rate;

18 b. Such other and further relief as the Court deems just and equitable; and

19 c. An award of penalties, attorneys' fees and costs of suit, as allowable under the law.
20

21 DATED: November 2, 2023

ZAKAY LAW GROUP, APLC

22 By:  _____

23 Shani O. Zakay

24 Attorney for PLAINTIFF
25
26
27
28

DEMAND FOR A JURY TRIAL

PLAINTIFFS demand a jury trial on issues triable to a jury.

DATED: November 2, 2023

ZAKAY LAW GROUP, APLC

By:  _____

Shani O. Zakay

Attorney for PLAINTIFF