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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SANTA CLARA**

BRYAN RAMIREZ, as an individual, and on  
behalf of all others similarly situated,

Plaintiff,

v.

CLUB DEMONSTRATION SERVICES,  
INC., a Connecticut corporation; and DOES 1  
through 100, inclusive,

Defendants.

Case No. 24CV451001

Amended as a Matter of Right Pursuant to  
Labor Code Section 2699.3(a)(2)(C)

**FIRST AMENDED CLASS AND  
REPRESENTATIVE ACTION  
COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS  
(LABOR CODE §§ 1182.12, 1194,  
1194.2, 1197);**
- (2) **FAILURE TO PAY ALL  
OVERTIME WAGES (LABOR  
CODE §§ 204, 510, 558, 1194, AND  
1198);**
- (3) **MEAL PERIOD VIOLATIONS  
(LABOR CODE §§ 226.7 AND 512)**
- (4) **REST PERIOD VIOLATIONS  
(LABOR CODE §§ 226.7, 516);**
- (5) **WAITING TIME PENALTIES  
(LABOR CODE §§ 201-203);**
- (6) **WAGE STATEMENT VIOLATIONS  
(LABOR CODE § 226, *et seq.*);**
- (7) **UNFAIR COMPETITION (BUS &  
PROF CODE § 17200, *et seq.*);**
- (8) **FAILURE TO REIMBURSE FOR  
NECESSARY BUSINESS  
EXPENSES (LABOR CODE § 2802);  
AND**

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County of Santa Clara,  
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Case #24CV451001  
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**(9) CIVIL PENALTIES UNDER THE  
PRIVATE ATTORNEYS GENERAL  
ACT (LABOR CODE § 2698 et seq.).**

**DEMAND FOR JURY TRIAL  
UNLIMITED CIVIL CASE**

1 Plaintiff Bryan Ramirez (hereinafter “Plaintiff”), as an individual, and on behalf of all  
2 others similarly situated, hereby brings this First Amended Class Action and Representative  
3 Complaint against Club Demonstration Services, Inc., a Connecticut corporation; and DOES 1 to  
4 100, inclusive (collectively “Defendants”), and on information and belief alleges as follows:

### 5 **JURISDICTION**

6 1. Plaintiff hereby brings this First Amended Class Action and Representative  
7 Complaint for recovery of unpaid wages and penalties under California Business and Professions  
8 Code § 17200 *et seq.*, Labor Code §§ 201-203, 204, 226 *et seq.*, 226.7, 510, 512, 516, 558,  
9 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802, and Industrial Welfare Commission Wage  
10 Order 4 (“Wage Order 4”), in addition to seeking declaratory relief and restitution. This  
11 Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has  
12 jurisdiction over Defendants’ violations of the California Labor Code because the amount in  
13 controversy exceeds this Court’s jurisdictional minimum.

### 14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to California Code of Civil  
16 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein  
17 occurred in the County of Santa Clara. Defendants own, maintain offices, transact business, have  
18 an agent or agents within the County of Santa Clara, and/or otherwise are found within the County  
19 of Santa Clara, and Defendants are within the jurisdiction of this Court for purposes of service of  
20 process.

### 21 **PARTIES**

22 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,  
23 Plaintiff was and currently is a California resident. During the four years immediately preceding  
24 the filing of the Complaint in this action and within the statute of limitations periods applicable  
25 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt  
26 employee. Plaintiff was and is a victim of Defendants’ policies and/or practices complained of  
27 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code  
28 201-203, 204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et*

1 *seq.*, 2802, California Business and Professions Code § 17200 *et seq.* (“Unfair Competition  
2 Law”), and Wage Order 4, which sets employment standards for professional, technical, clerical,  
3 mechanical and similar occupations including sales companies.

4         4. Plaintiff is informed and believes, and based thereon alleges, that during the four  
5 years preceding the filing of the Complaint and continuing to the present, Defendants did (and  
6 continue to do) business by providing call center and administrative services in California and the  
7 United States, employed Plaintiff within Santa Clara County and the state of California and,  
8 therefore, were (and are) doing business in Santa Clara County and the State of California.

9         5. Plaintiff does not know the true names or capacities, whether individual, partner,  
10 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said  
11 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to  
12 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,  
13 and believe, and based thereon allege, that each of said fictitious defendants, whether individual,  
14 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,  
15 and proximately caused Plaintiff and the Classes (as defined herein) to be subjected to the  
16 unlawful employment practices, wrongs, injuries and damages complained of herein.

17         6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned  
18 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

19         7. At all times herein mentioned, each of said Defendants participated in the doing  
20 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the  
21 Defendants, and each of them, were the agents, servants, and employees of each and every one of  
22 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned  
23 were acting within the course and scope of said agency and employment. Defendants, and each  
24 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or  
25 omissions complained of herein.

26         8. At all times mentioned herein, Defendants, and each of them, were members of  
27 and engaged in a joint venture, partnership, and common enterprise, and acting within the course  
28 and scope of, and in pursuance of said joint venture, partnership, and common enterprise. Further,

1 Plaintiff alleges that all Defendants were joint employers for all purposes towards Plaintiff and  
2 all members of the Classes.

3 **GENERAL FACTUAL ALLEGATIONS**

4 9. Plaintiff started his employment with Defendants as a sales advisor and worked  
5 for Defendants between approximately March 29, 2023 and February 22, 2024. Defendants are  
6 in the marketing industry and operate food sample tables. Plaintiff was generally scheduled to  
7 work 5 days per week from either approximately 10:30 a.m. to 4:30 p.m. or approximately 12:30  
8 p.m. to 6:55 p.m., but he often worked longer.

9 10. Throughout the duration of Plaintiff's employment with Defendants, Plaintiff and  
10 other non-exempt employees were not paid for all hours worked as Defendants did not accurately  
11 keep track of all hours worked. Upon information and belief, the time records maintained by  
12 Defendants were not reflective of the actual number of hours that Plaintiff and other non-exempt  
13 employees actually worked. Defendants required Plaintiff and other non-exempt employees to  
14 clock in and out on a tablet using a code. Defendants instructed Plaintiff and other non-exempt  
15 employees to arrive at work 10 minutes early. Plaintiff and other non-exempt employees often  
16 spent at least 5 minutes waiting outside of the door before clocking in at the start of each work  
17 day. Plaintiff estimates that he spent at least approximately 5 to 20 minutes per week using his  
18 phone outside of work hours to communicate with his supervisors. Plaintiff also estimates that  
19 he spent at least 1-2 hours per week performing off the clock work after clocking out at the end  
20 of the work day performing work such as inputting data. Additionally, upon information and  
21 belief, Defendants had a practice of shaving time worked beyond the 6th hour of the workplace.  
22 Overall, Plaintiff and other non-exempt employees were not compensated for at least  
23 approximately 2 hours of work each week either due to working off the clock or due to Defendants  
24 shaving off their time worked.

25  
26 11. Furthermore, Plaintiff and other non-exempt employees worked overtime hours,  
27 but did not receive all overtime compensation equal to one and one-half times their regular rates  
28 of pay for all overtime hours worked. Defendants also maintained a policy/practice of not

1 compensating Plaintiff and other non-exempt employees for all their overtime hours worked in  
2 the pay period. As discussed above, upon information and belief, Defendants maintained a  
3 policy/practice of shaving time worked off of the paystubs of Plaintiff and other non-exempt  
4 employees for purposes of avoiding payment for work beyond the scheduled time. Defendants  
5 also did not compensate Plaintiff and other non-exempt employees for their overtime worked off  
6 the clock. Defendants also failed to provide “Reporting Time Pay” to Plaintiff and other non-  
7 exempt employees on those occasions where they sent Plaintiff and other non-exempt employees  
8 home early due to running out of product. Defendants failed to provide any sort of compensation  
9 to Plaintiff and the other non-exempt employees on those occasions where they reported to the  
10 worksite, but were unable to perform their regular work hours in violation of the “Reporting Time  
11 Pay” requirements as set forth in Wage Order 4 § 5. As a result, Defendants failed to ensure that  
12 Plaintiff and other non-exempt employees were being paid at least the minimum wage for all  
13 hours worked, and failed to ensure that Plaintiff and other non-exempt employees received proper  
14 overtime wages for all overtime hours worked.  
15

16 12. Plaintiff and other non-exempt employees were not authorized to take all legally  
17 required rest periods. Defendants relied on a handwritten log to keep track of the rest periods  
18 taken by Plaintiff and other non-exempt employees. Plaintiff and other non-exempt employees  
19 almost daily did not receive a full, uninterrupted rest period because they were interrupted by  
20 work communications such as text messages from their supervisors during their rest periods at  
21 least once or twice per day. Also, on a near daily basis, the “breaker” employee responsible for  
22 sending employees to take a rest period, would start the timer on the employee’s rest period even  
23 though the employee was still finishing work or had not yet removed their food handling attire  
24 such as a hat, safety gloves or apron. Despite Defendants’ failure to authorize and permit Plaintiff  
25 and other non-exempt employees to take all lawful paid rest periods, due to their uniform and  
26 unlawful practices, Defendants almost never provided Plaintiff and other non-exempt employees  
27 with an hour of pay at their regular rate for each rest period violation as required by Labor Code  
28 § 226.7. Upon information and belief, during at least a portion of the class period, Defendants

maintained no payroll code or another mechanism for the payment of rest period premiums in the event Plaintiff and other non-exempt employees were not authorized to take lawful rest periods.

13. Defendants often did not provide Plaintiff and other non-exempt employees with a legally compliant first meal period when they worked shifts in excess of 5.0 hours. Instead of clocking in and out, Defendants kept track of the meal periods of Plaintiff and other non-exempt employees through a handwritten log. However, approximately 3 times per week, the meal periods of Plaintiff and other non-exempt employees were interrupted by work communications such as text messages or phone calls from supervisors or other employees. Almost daily, Plaintiff and other non-exempt employees experienced meal period violations because Defendants deprived them of a couple of minutes at the beginning of their 30-minute meal periods because the “breaker” employee responsible for sending employees to take a meal period would start the clock on the meal periods of Plaintiff and other non-exempt employees even though they were still finishing work, talking to a customer or removing their food handling attire. For approximately 2.5 months while Plaintiff worked as a supervisor, Plaintiff worked through his meal periods approximately 2-3 times per week. Plaintiff estimates a meal period violation that resulted in a meal period being interrupted, cut short or beginning after the 5th hour of the work day approximately 4-5 times per week. Despite Defendants’ failure to provide Plaintiff and other non-exempt employees with all lawful meal periods due to their uniform and unlawful practices, Defendants almost never provided Plaintiff and other non-exempt employees with an hour of pay at their regular rate for each meal period violation as required by Labor Code § 226.7. Upon information and belief, during a portion of the class period, Defendants maintained no payroll code or another mechanism for the payment of meal period premiums in the event that Plaintiff and other non-exempt employees were not authorized to take meal periods.

14. Furthermore, Defendants failed to adequately reimburse Plaintiff and other non-exempt employees for all reasonable and necessary work expenditures, including, but not limited to, requiring Plaintiff and other non-exempt employees to utilize their personal cell phones and purchase work boots for necessary business purposes.

1           15. Defendants have maintained inaccurate payroll records, failed to timely pay all  
2 wages owed to employees, and failed to timely pay separating employees at the time of their  
3 separation, and issued inaccurate wage statements. This is in part a result of Defendants' failure  
4 to accurately compensate Plaintiff and other non-exempt employees for all minimum and  
5 overtime wages, and failure to pay premium pay for failing to provide all required meal periods  
6 and authorize all rest periods.

7           16. Defendants failed to issue to Plaintiff and other non-exempt employees accurate  
8 itemized statements in writing showing (1) gross wages earned, (2) total hours worked by the  
9 employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee  
10 is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written  
11 orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the  
12 inclusive dates of the period for which the employee is paid, (7) the name of the employee and  
13 only the last four digits of his or her social security number or an employee identification number  
14 other than a social security number, (8) the name and address of the legal entity that is the  
15 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding  
16 number of hours worked at each hourly rate by the employee.

17           17. Finally, Defendants failed to conform to the requirements of Labor Code § 2810.5  
18 by failing to provide Plaintiff and other aggrieved employees written notices, in the language  
19 normally used to communicate employment related information to the employees, containing  
20 information regarding their: i) rate(s) of pay and the basis thereof; ii) allowances claimed as part  
21 of the minimum wage; iii) regular payday designated by the employer; iv) the legal name of the  
22 employer; v) the address of the legal entity that is the employer; vi) the telephone number of the  
23 employer; vii) identifying information for the employer's workers' compensation insurance  
24 carrier; and viii) information informing the employee of their right to accrue and use paid sick  
25 leave. Despite maintaining an obligation to provide these disclosures to Plaintiff and other  
26 aggrieved employees, Defendants failed to do so, in violation of Labor Code § 2810.5.

27 ///

28 ///

1 **CLASS ACTION ALLEGATIONS**

2 18. **Class Definitions:** Plaintiff brings this action on behalf of himself and the  
3 following Classes pursuant to § 382 of the Code of Civil Procedure:

- 4 a. The Minimum Wage Class consists of all current and former non-exempt  
5 employees of Defendants in California who were subject to Defendants'  
6 timekeeping systems and/or practices, during the four years immediately  
7 preceding the filing of this lawsuit through the present.
- 8 b. The Overtime Wage Class consists of all current and former non-exempt  
9 employees of Defendants in California who worked overtime hours and were  
10 subject to Defendants' timekeeping systems and/or practices, during the four years  
11 immediately preceding the filing of this lawsuit through the present
- 12 c. The Rest Period Class consists of all current and former non-exempt employees of  
13 Defendants in California who worked at least one shift in excess of 3.5 hours  
14 during the four years immediately preceding the filing of this lawsuit through the  
15 present.
- 16 d. The Meal Period Class consists of all current and former non-exempt employees  
17 of Defendants who performed work in California and worked at least one shift in  
18 excess of 5.0 hours without a meal period of at least 30 minutes in duration  
19 commencing prior to the conclusion of the fifth hour of work, and who do not have  
20 a corresponding meal period premium payment made for such shifts during the  
21 four years preceding the filing of this lawsuit through the present.
- 22 e. The Employee Expense Class consists of all current and former non-exempt  
23 employees of Defendants in California who were not reimbursed for expenses in  
24 the performance of their job duties, including, but not limited to the utilization of  
25 their personal cell phones and purchase of work boots for necessary business  
26 purposes during the four years immediately preceding the filing of this lawsuit to  
27 the present.  
28

1 f. The Wage Statement Class consists of all current and former non-exempt  
2 employees of Defendants in California who received a wage statement from  
3 Defendants during the one year immediately preceding the filing of this lawsuit  
4 through the present.

5 g. The Waiting Time Class consists of all of Defendants' formerly employed non-  
6 exempt employees in California who were subject to Defendants' timekeeping  
7 systems and/or practices, during the three years immediately preceding the filing  
8 of this lawsuit through the present.

9 19. **Numerosity/Ascertainability:** The members of the Classes are so numerous that  
10 joinder of all members would be unfeasible and not practicable. The membership of the Classes is  
11 unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number  
12 greater than fifty (50) individuals. The identity of such membership is readily ascertainable via  
13 inspection of Defendants' employment records.  
14

15 20. **Common Questions of Law and Fact Predominate/Well Defined Community**  
16 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly  
17 situated employees, which predominate over questions affecting only individual members. Those  
18 common questions include, without limitation:

19 i. Whether Defendants paid all minimum wages owed for all hours worked to  
20 members of the Minimum Wage Class pursuant to Labor Code §§ 118.2, 1194,  
21 1194.2, and 1197;

22 ii. Whether Defendants violated the applicable Labor Code provisions, including, but  
23 not limited to, §§ 510 and 1194 and Wage Order 4 by requiring members of the  
24 Overtime Wage Class to perform overtime work and not paying for said work in  
25 accordance with the overtime laws of the State of California;

26 iii. Whether Defendants' timekeeping policies/practices resulted in the failure to  
27 properly compensate members of the Minimum Wage Class;  
28

- 1           iv.     Whether Defendants provided all legally compliant meal periods to members of  
2                 the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- 3           v.     Whether Defendants provided all legally compliant rest periods to members of the  
4                 Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 5           vi.    Whether Defendants failed to reimburse members of the Employee Expense Class  
6                 for business expenditures necessarily incurred in the performance of their duties;
- 7           vii.   Whether Defendants provided accurate, itemized wage statements to members of  
8                 the Classes; and
- 9           viii.   Whether Defendants' policies and/or practices for the timing and amount of  
10                payment of final wages to members of the Waiting Time Class at the time of  
11                separation from employment were lawful.

12           21.   **Predominance of Common Questions:** Common questions of law and fact  
13                predominate over questions that affect only individual members of the Classes. The common  
14                questions of law set forth above are numerous and substantial and stem from Defendants' policies  
15                and/or practices applicable to each individual class member, such as Defendants' uniform  
16                timekeeping policies and practices, meal and rest period policies and practices, wage statement  
17                policies and practices, and the policies and practices regarding the timely payment of final wages.  
18                As such, the common questions predominate over individual questions concerning each  
19                individual class member's showing as to his or her eligibility for recovery or as to the amount of  
20                his or her damages.

21           22.   **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because  
22                Plaintiff was employed by Defendants as a non-exempt employee in California during the  
23                statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged  
24                herein, Plaintiff, like the members of the Classes, was subject to Defendants' meal/rest period and  
25                timekeeping policies and practices, was provided inaccurate wage statements, and was not paid  
26                all wages earned at the time of his separation of employment.

1           23.     **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps  
2 to represent fairly and adequately the interests of the members of the Classes. Moreover,  
3 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of  
4 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-  
5 and-hour class actions in state and federal courts in the past and are committed to vigorously  
6 prosecuting this action on behalf of the members of the Classes.

7           24.     **Superiority:** The California Labor Code is broadly remedial in nature and serves  
8 an important public interest in establishing minimum working conditions and standards in  
9 California. These laws and labor standards protect the average working employee from  
10 exploitation by employers who have the responsibility to follow the laws and who may seek to  
11 take advantage of superior economic and bargaining power in setting onerous terms and  
12 conditions of employment. The nature of this action and the format of laws available to Plaintiff  
13 and members of the Classes make the class action format a particularly efficient and appropriate  
14 procedure to redress the violations alleged herein. If each employee were required to file an  
15 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they  
16 would be able to exploit and overwhelm the limited resources of each individual plaintiff with  
17 their vastly superior financial and legal resources. Moreover, requiring each member of the  
18 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by  
19 employees who would be disinclined to file an action against their former and/or current employer  
20 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent  
21 employment. Further, the prosecution of separate actions by the individual class members, even  
22 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications  
23 with respect to the individual class members against Defendants herein; and which would  
24 establish potentially incompatible standards of conduct for Defendants; and/or legal  
25 determinations with respect to individual class members which would, as a practical matter, be  
26 dispositive of the interest of the other class members not parties to adjudications or which would  
27 substantially impair or impede the ability of the class members to protect their interests. Further,  
28

1 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous  
2 individual prosecution considering all of the concomitant costs and expenses attending thereto.  
3 As such, the Classes (as defined herein) are maintainable as a Class under § 382 of the Code of  
4 Civil Procedure.

5 **FIRST CAUSE OF ACTION**  
6 **MINIMUM WAGE VIOLATIONS**  
7 **(AGAINST ALL DEFENDANTS)**

8 25. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

9 26. Wage Order 4, § 4 and California Labor Code §§ 1197 and 1182.12 establish the  
10 right of employees to be paid minimum wages for all hours worked in amounts set by state law.  
11 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal  
12 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with  
13 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid  
14 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform  
15 their pay practices to the requirements of the law by failing to pay Plaintiff and the Minimum  
16 Wage Class for all hours actually worked including, but not limited to, all hours he was subject  
17 to the control of Defendants and/or suffered or permitted to work under the California Labor Code  
18 and Wage Order 4.

19 27. California Labor Code § 1198 makes unlawful the employment of an employee  
20 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide  
21 that an employer who has failed to pay its employees the legal minimum wage is liable to pay  
22 those employees the balance of the unpaid wages as well as liquidated damages in an amount  
23 equal to the wages due and interest thereon.

24 28. As a direct and proximate result of Defendants' unlawful conduct as alleged  
25 herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including but  
26 not limited to, unpaid wages and lost interest in an amount to be established at trial, and are  
27 entitled to recover economic and statutory damages and penalties and other appropriate relief as  
28 a result of Defendants' violations of the California Labor Code and Wage Order 4.

1           29. Defendants' practice and uniform administration of corporate policy regarding  
2 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and  
3 the Minimum Wage Class in a civil action for the unpaid amount of minimum wages, liquidated  
4 damages, including interest thereon, statutory penalties, and attorneys' fees and costs of suit  
5 according to California Labor Code §§ 204, 558, 1194, *et seq.*, 1197, 1198 and Code of Civil  
6 Procedure § 1021.5.

7                                   **SECOND CAUSE OF ACTION**

8                                   **FAILURE TO PAY ALL OVERTIME WAGES**

9                                   **(AGAINST ALL DEFENDANTS)**

10           30. Plaintiff re-allege and incorporates by reference all previous paragraphs.

11           31. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,  
12 and 1198, which provide that non-exempt employees are entitled to overtime wages for all  
13 overtime hours worked, and provide a private right of action for the failure to pay all overtime  
14 compensation for overtime work performed.

15           32. At all times relevant herein, Defendants were required to properly compensate  
16 Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California  
17 Labor Code § 1194 and Wage Order 4. Wage Order 4, § 3 requires an employer to pay overtime  
18 wages when an employee's hours worked cross certain thresholds or meet certain criteria set forth  
19 in the Wage Order.

20           33. The foregoing policies and practices are unlawful and create entitlement to  
21 recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime  
22 premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of  
23 suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Order 4, and  
24 Code of Civil Procedure § 1021.5.

25                                   **THIRD CAUSE OF ACTION**

26                                   **MEAL PERIOD VIOLATIONS**

27                                   **(AGAINST ALL DEFENDANTS)**

28           34. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

1           35. Plaintiff is informed and believe, and based thereon allege, that Defendants failed  
2 in their affirmative obligation to provide all of their non-exempt employees in California,  
3 including Plaintiff and members of the Meal Period Class with all legally compliant meal periods  
4 in accordance with the mandates of the California Labor Code and Wage Order 4, § 11. Despite  
5 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and the Meal  
6 Period Class at their respective regular rate of pay, in accordance with California Labor Code §§  
7 226.7, and 512.

8           36. As a result, Defendants are responsible for paying premium compensation for meal  
9 period violations including interest thereon, as well as statutory penalties, civil penalties, and  
10 costs of suit, pursuant to Labor Code §§ 204, 226.7, 512, Wage Order 4, and Civil Code §§  
11 3287(b) and 3289.

12                                   **FOURTH CAUSE OF ACTION**

13                                   **REST PERIOD VIOLATIONS**

14                                   **(AGAINST ALL DEFENDANTS)**

15           37. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

16           38. Wage Order 4, § 12 and California Labor Code §§ 226.2, 226.7 and 516 establish  
17 the right of employees to be authorized and permitted to take a paid rest period of at least ten (10)  
18 minutes net rest time for each four (4) hour period worked, or major fraction thereof.

19           39. As alleged herein, Defendants failed to authorize and permit Plaintiff and members  
20 of the Rest Period Class to take all legally compliant rest periods.

21           40. The foregoing violations create an entitlement to recovery by Plaintiff and  
22 members of the Rest Period Class in a civil action for the unpaid rest period wages and the amount  
23 of rest period premiums owing, including interest thereon, as well as statutory penalties, civil  
24 penalties, and costs of suit according to California Labor Code §§ 226.7, 516, and Civil Code §§  
25 3287(b) and 3289.  
26  
27  
28

**FIFTH CAUSE OF ACTION**  
**WAITING TIME PENALTIES**  
**(AGAINST ALL DEFENDANTS)**

41. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

42. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of termination of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

43. Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at the time of their separation including, among other things, unpaid and/or underpaid overtime and minimum wages owed, and rest period premium wages. Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay members of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203.

44. Defendants' willful failure to timely pay Plaintiff and the Waiting Time Class their earned wages upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

**SIXTH CAUSE OF ACTION**  
**WAGE STATEMENT VIOLATIONS**  
**(AGAINST ALL DEFENDANTS)**

45. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

1           46. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
2 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff  
3 and the Wage Statement Class with complete and accurate wage statements reflecting the meal &  
4 rest period premiums in violation of Labor Code § 226 et seq.

5           47. Defendants' failures in furnishing Plaintiff and the Wage Statement Class with  
6 complete and accurate itemized wage statements resulted in actual injury, as said failures led to,  
7 among other things, the non-payment of all minimum and overtime wages, meal and rest period  
8 premium wages, and deprived them of the information necessary to identify the discrepancies in  
9 Defendants' reported data.

10           48. Defendants' failures create an entitlement to recovery by Plaintiff and the Wage  
11 Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226  
12 et seq., including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit  
13 according to California Labor Code § 226 et seq.  
14

15                           **SEVENTH CAUSE OF ACTION**

16                                   **UNFAIR COMPETITION**

17                                           **(AGAINST ALL DEFENDANTS)**

18           49. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

19           50. Defendants have engaged and continue to engage in unfair and/or unlawful  
20 business practices in California in violation of California Business and Professions Code § 17200  
21 et seq., by failing to pay Plaintiff and the Classes all minimum and overtime wages, failing to  
22 provide all required meal and rest periods, or pay premium payments in lieu thereof, failing to  
23 furnish accurate, itemized wage statements, and willfully failing to timely pay Plaintiff and  
24 members of the Waiting Time class all final wages due upon separation of employment.

25           51. Defendants' utilization of these unfair and/or unlawful business practices deprived  
26 Plaintiff and continues to deprive members of the Classes of compensation to which they are  
27 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage  
28 over Defendants' competitors who have been and/or are currently employing workers and

attempting to do so in honest compliance with applicable wage and hour laws.

52. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for himself and on behalf of the members of the Classes, seek full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

53. The acts complained of herein occurred within the last four years immediately preceding the filing of the Complaint in this action.

54. Plaintiff is compelled to retain the services of counsel to file this court action to protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

#### **EIGHTH CAUSE OF ACTION**

#### **FAILURE TO REIMBURSE BUSINESS EXPENSES**

#### **(AGAINST ALL DEFENDANTS)**

55. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

56. At all relevant times herein, Defendants were subject to Labor Code § 2802, which states that "an employer shall indemnify his or her employees for all necessary expenditures or 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..."

57. Due to Defendants' unlawful policy and practice of requiring employees to use their personal cell phones and purchase work boots in the performance of their work duties, Defendants have violated Labor Code § 2802.

58. Plaintiff and the members of the Employee Expense Class are entitled to attorneys' fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

59. Pursuant to Labor Code §2802(b), any action brought for the reimbursement of necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,

1 Plaintiff and members of the Employee Expense Class are entitled to interest, which shall accrue  
2 from the date on which they incurred the initial necessary expenditure.

3 **NINTH CAUSE OF ACTION**

4 **PRIVATE ATTORNEYS GENERAL ACT**

5 **(AGAINST ALL DEFENDANTS)**

6 60. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though  
7 fully set forth herein.

8 61. Defendants have committed several Labor Code violations against Plaintiff,  
9 members of the Classes, and other aggrieved employees. Plaintiff, an “aggrieved employee”  
10 within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved  
11 employees, brings this representative action against Defendants to recover the civil penalties due  
12 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California  
13 according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited  
14 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each  
15 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each  
16 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each  
17 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per  
18 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent  
19 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each  
20 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per  
21 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each  
22 subsequent violation per employee per pay period for those violations of the Labor Code for which  
23 no civil penalty is specifically provided, based on the following Labor Code violations:  
24

- 25 a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum  
26 Wage Class, and other aggrieved employees in violation of Labor Code §§ 551-  
27 552, 558, 1182.12, 1194, 1194.2, 1197, and 1198;  
28

- 1 b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all  
2 earned overtime compensation in violation of Labor Code §§ 204, 510, 558,  
3 1194, and 1198;
- 4 c. Failing to authorize and permit all legally required rest periods, and failure to  
5 pay rest period premium wages, to Plaintiff, the Rest Period Class, and other  
6 aggrieved employees at the regular rate of compensation in violation of Labor  
7 Code §§ 226.7, 516 and 558;
- 8 d. Failing to provide all legally required meal periods, and failure to pay meal  
9 period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved  
10 employees at the regular rate of compensation in violation of Labor Code §§  
11 226.7, 512, and 1198;
- 12 e. Failing to reimburse Plaintiff, the Employee Expense Class and other aggrieved  
13 employees for necessary business expenditures incurred by Plaintiff, and other  
14 aggrieved employees in violation of Labor Code §§ 2800, 2802 and 2804;
- 15 f. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved  
16 employees with complete, accurate, itemized wage statements in violation of  
17 Labor Code § 226;
- 18 g. Failing to timely pay all final wages and compensation earned by Plaintiff, the  
19 Waiting Time Class, and other aggrieved employees at the time of separation  
20 in violation of Labor Code §§ 201, 202, and 203;
- 21 h. Failing to pay Plaintiff and other aggrieved employees all earned wages at least  
22 twice during each calendar month in violation of Labor Code § 204;
- 23 i. Failing to pay Plaintiff and other aggrieved employees all wages earned up to  
24 and including the fourth day before the scheduled payday under Labor Code §  
25 205;
- 26 j. Failing to permit and authorize Plaintiff and other non-exempt to exercise the  
27 use of their accrued paid sick leave days in violation of Labor Code § 233,  
28 245.5 and 246.5;

1 k. Failing to provide legally mandated disclosures and/or written notices  
2 regarding the terms of employment of Plaintiff and other aggrieved employees  
3 in violation of Labor Code § 2810.5; and

4 l. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved  
5 employees in violation of Labor Code §§ 1174 and 1198.

6 62. On November 4, 2024, Plaintiff notified Defendants via certified mail, and notified  
7 the California Labor and Workforce Development Agency (“LWDA”) via its website, of  
8 Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for  
9 civil penalties under California Labor Code § 2698 et seq. with respect to violations of the  
10 California Labor Code identified in Paragraph 62 (a)-(l). Now that sixty-five days have passed  
11 from Plaintiff’s notifying Defendants and the LWDA of these violations, and the LWDA has not  
12 provided notice that it intends to investigate the violations, Plaintiff has exhausted his  
13 administrative requirements for bringing a claim under the Private Attorneys General Act with  
14 respect to these violations.

15 63. Plaintiff was compelled to retain the services of counsel to file this court action to  
16 protect her interests and the interests of other similarly aggrieved employees, and to assess and  
17 collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and  
18 costs, which she is entitled to receive under California Labor Code § 2699(g).

19 **PRAYER**

20 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf  
21 this suit brought against Defendants, as follows:

- 22 1. For an order certifying the proposed Classes;  
23 2. For an order appointing Plaintiff as representative of the Classes;  
24 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;  
25 4. Upon the First Cause of Action, for payment of minimum wages, liquidated  
26 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,  
27 1198 and Wage Order 4 § 4(A);  
28

1           5.       Upon the Second Cause of Action, for compensatory, consequential, general, and  
2 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, 1198 and  
3 Wage Order 4 § 3(A);

4           6.       Upon the Third Cause of Action, for compensatory, consequential, general and  
5 special damages according to proof pursuant to Labor Code §§ 226.7 and 512;

6           7.       Upon the Fourth Cause of Action, for compensatory, consequential, general and  
7 special damages according to proof pursuant to Labor Code §§ 226.7 and 516;

8           8.       Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to  
9 Labor Code §§ 201-203;

10          9.       Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §  
11 226;

12          10.      Upon the Seventh Cause of Action, for restitution to Plaintiff of all money and/or  
13 property unlawfully acquired by Defendants by means of any acts or practices declared by this  
14 Court to be in violation of Business and Professions Code § 17200 *et seq.*;

15          11.      Upon the Eighth Cause of Action, for compensatory, consequential, general, and  
16 special damages according to proof pursuant to Labor Code § 2802;

17          12.      Upon the Ninth Cause of Action, for (1) \$100.00 for each initial violation for each  
18 failure to pay each employee and \$200 for each subsequent violation or willful or intentional  
19 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the  
20 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent  
21 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial  
22 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per  
23 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent  
24 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for  
25 each initial violation and \$200 for each subsequent violation per employee per pay period for the  
26 violations of the Labor Code Sections cited in Labor Code § 2699.5;

27 ///

28 ///

1           13.     Prejudgment interest on all due and unpaid wages pursuant to California Labor  
2 Code § 218.6 and Civil Code §§ 3287 and 3289;

3           14.     On all causes of action, for attorneys' fees and costs as provided by Labor Code  
4 §226, and Code of Civil Procedure § 1021.5; and

5           15.     For such other and further relief the Court may deem just and proper.

6  
7 Dated: January 21, 2025

Respectfully submitted,  
STANSBURY BROWN LAW, PC

8  
9 

10 By: \_\_\_\_\_

Daniel J. Brown  
Kathleen Becket  
Attorneys for Plaintiff

11  
12  
13 **DEMAND FOR JURY TRIAL**

14 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

15  
16 Dated: January 21, 2025

Respectfully submitted,  
STANSBURY BROWN LAW, PC

17  
18 

19 By: \_\_\_\_\_

Daniel J. Brown  
Kathleen Becket  
Attorneys for Plaintiff

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**PROOF OF SERVICE**

STATE OF CALIFORNIA            )  
                                                  )       ss.  
COUNTY OF LOS ANGELES       )

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 2610 ½ Abbot Kinney Blvd. Venice, CA 90291

On January 21, 2025, I served the document listed below on the parties in this action as follows:

**I. FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**

☐ (BY MAIL) I placed such envelope on the above date, with postage fully prepaid, for deposit in the U.S. Postal Service at my place of business at Venice, California, following the ordinary business practices of my place of business. I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mail with the U.S. Postal Service. Under that practice, such correspondence is deposited with the U.S. Postal Service the same day it is collected and processed in the ordinary course of business.

☒ (BY EMAIL or ELECTRONIC TRANSMISSION) By electronically transmitting the document(s) listed above to the email address(es) of the person(s) set forth on the attached service list from the email address assistant@stansburybrownlaw.com. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. Service by e-mail was made pursuant to agreement of the parties, confirmed in writing, or as an additional method of service as a courtesy to the parties or pursuant to Court Order. See Cal. R. Ct. R. 2.260.

☐  
☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 21, 2025, at South Gate, CA.

Laura Romero

Laura Romero

**SERVICE LIST**

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Attorneys for Defendant Club Demonstration Services, Inc.