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on behalf of himself and others similarly situated

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SAN FRANCISCO**

13 TERRELL I GUIDRY, on behalf of himself and
14 others similarly situated,

15 Plaintiff,

16 vs.

17 UNITED AIRLINES, INC.; and DOES 1 to 100,
18 inclusive,

19 Defendants.

Case No.:

CLASS ACTION

**PLAINTIFF TERRELL I GUIDRY'S
COMPLAINT FOR DAMAGES AND
RESTITUTION FOR:**

1. **FAILURE TO PAY WAGES FOR
ALL HOURS WORKED AT
MINIMUM WAGE IN
VIOLATION OF LABOR CODE
SECTIONS 1194 AND 1197**
2. **FAILURE TO AUTHORIZE OR
PERMIT MEAL PERIODS IN
VIOLATION OF LABOR CODE
SECTIONS 512 AND 226.7**
3. **FAILURE TO AUTHORIZE OR
PERMIT REST PERIODS IN
VIOLATION OF LABOR CODE
SECTION 226.7**
4. **FAILURE TO INDEMNIFY
EMPLOYEES FOR
EMPLOYMENT-RELATED
LOSSES/EXPENDITURES IN
VIOLATION OF LABOR CODE
SECTION 2802**

5. **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226**
6. **FAILURE TO TIMELY PAY ALL EARNED WAGES AND FINAL PAYCHECKS DUE AT TIME OF SEPARATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**
7. **UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTIONS 17200, ET SEQ.**

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff TERRELL I GUIDRY (“Plaintiff”), who alleges and complains on information and belief except as to those allegations relating to Plaintiff himself which are asserted on personal knowledge, against Defendants UNITED AIRLINES, INC.; and DOES 1 to 100, inclusive (collectively “Defendants”) as follows:

I. INTRODUCTION

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

II. JURIDISCTION AND VENUE

2. This Court has jurisdiction over Plaintiff’s and putative class members’ claims for

1 failure to pay wages for all hours worked at minimum wage; failure to authorize or permit all
2 legally required and/or compliant meal periods or pay meal period premium wages; failure to
3 authorize or permit all legally required and/or compliant rest periods or pay rest period premium
4 wages; indemnification for all necessary expenditures or losses incurred by employees in direct
5 consequence of discharging their duties; statutory penalties for failure to provide accurate wage
6 statements; statutory waiting time penalties in the form of continuation wages for failure to timely
7 pay employees all wages due upon separation of employment; and claims for injunctive relief and
8 restitution under California Business and Professions Code sections 17200, *et seq.*, for the
9 following reasons: Defendants operate throughout California; Defendants employed Plaintiff and
10 putative class members in locations throughout California, including but not limited to San
11 Francisco County, at 780 S Airport Blvd, San Francisco, CA 94128 more than two-thirds of
12 putative class members are California residents; the principal violations of California law occurred
13 in California; no other class actions have been filed against Defendants in the last four (4) years
14 alleging wage and hour violations; the conduct of Defendants forms a significant basis for
15 Plaintiff's and putative class members' claims; and Plaintiff and putative class members seek
16 significant relief from Defendants.

17 **III. PARTIES**

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

25 4. Defendants employed Plaintiff as an hourly non-exempt employee from in or
26 around November 8, 2022, until on or about July 9, 2025.

27 5. Plaintiff is informed and believes and thereon alleges that Defendants employed
28 him and other hourly non-exempt employees throughout the State of California and therefore their

1 conduct forms a significant basis of the claims asserted in this matter.

2 6. Plaintiff is informed and believes and thereon alleges that Defendant UNITED
3 AIRLINES, INC. is authorized to do business within the State of California and is doing business
4 in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto
5 were persons acting on behalf of Defendant UNITED AIRLINES, INC. in the establishment of, or
6 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant UNITED
7 AIRLINES, INC. operates in San Francisco County and employed Plaintiff and putative class
8 members in San Francisco County, including but not limited to, at 780 S Airport Blvd, San
9 Francisco, CA 94128.

10 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51-
11 100 are individuals unknown to Plaintiff. Each of the individual Defendants is sued individually in
12 his or her capacity as an agent, shareholder, owner, representative, supervisor, independent
13 contractor and/or employee of each Defendants and participated in the establishment of, or
14 ratification of, the aforementioned illegal wage and hour practices or policies.

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

21 9. Plaintiff is informed and believes and thereon alleges that at all relevant times, each
22 Defendants was an employer, was the principal, agent, partner, joint venturer, officer, director,
23 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
24 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
25 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
26 of the other defendants so as to be liable for their conduct with respect to the matters alleged in
27 this Complaint. Plaintiff is further informed and believe and thereon allege that Defendants acted
28 pursuant to and within the scope of the relationships alleged above, and that at all relevant times,

1 Defendants knew or should have known about, authorized, ratified, adopted, approved, controlled,
2 aided and abetted the conduct of all other Defendants. As used in this Complaint, "Defendants"
3 means "Defendants and each of them," and refers to the Defendants named in the particular cause
4 of action in which the word appears and includes Defendant UNITED AIRLINES, INC. and
5 DOES 1 to 100, inclusive.

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

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

13 **IV. DESCRIPTION OF ILLEGAL PAY PRACTICES**

14 12. Pursuant to the applicable Industrial Welfare Commission ("IWC") Wage Order
15 ("Wage Order"), codified at California Code of Regulations, title 8, section 11090, Defendants are
16 employers of Plaintiff within the meaning of Wage Order 9 and applicable Labor Code sections.
17 Therefore, each of these Defendants is jointly and severally liable for the wrongs complained of
18 herein in violation of the Wage Order and the Labor Code.

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

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

28 15. Plaintiff and similarly situated hourly non-exempt employees worked more minutes

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

4 (a) Sometimes automatically deducting thirty (30) minutes from Plaintiff and similarly
5 situated employees' daily hours worked and attributing that time to an unpaid meal break despite
6 that Defendant routinely failed to provide meal breaks, provided meal breaks less than 30 minutes,
7 required employees work through their meal breaks, and/or interrupted employees during their
8 meal breaks.

9 (b) Sometimes requiring Plaintiff and similarly situated employees to keep their
10 employer-issued walkie-talkies and/or dispatch phones on them at all times and to always monitor
11 them during their shift, including while off-the-clock during meal breaks, resulting in Plaintiff and
12 similarly situated employees remaining on duty during their off-the-clock meal breaks.

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

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

20 18. **Failure to authorize or permit all legally required and compliant meal periods**
21 **and/or failure to pay meal period premium wages:** Defendants often employed hourly non-
22 exempt employees, including the named Plaintiff and similarly situated employees, for shifts
23 longer than five (5) hours in length and shifts longer than ten (10) hours in length.

24 19. California law requires an employer to authorize or permit an uninterrupted meal
25 period of no less than thirty (30) minutes no later than the end of the employee's fifth hour of
26 work and a second meal period no later than the employee's tenth hour of work. Labor Code
27 section 512; Wage Order 9, §11. If the employee is not relieved of all duties during a meal period,
28 the meal period shall be considered an "on duty" meal period and counted as time worked. A paid

1 “on duty” meal period is only permitted when (1) the nature of the work prevents an employee
2 from being relieved of all duty and (2) the parties have a written agreement agreeing to on-duty
3 meal periods. If the employee is not free to leave the work premises or worksite during the meal
4 period, even if the employee is relieved of all other duty during the meal period, the employee is
5 subject to the employer’s control and the meal period is counted as time worked. If an employer
6 fails to provide an employee a meal period in accordance with the law, the employer must pay the
7 employee one (1) hour of pay at the employee’s regular rate of pay for each workday that a legally
8 required and compliant meal period was not provided. Labor Code section 226.7; Wage Order 9,
9 §11.

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

16 (a) Sometimes automatically deducting thirty (30) minutes from Plaintiff and similarly
17 situated employees’ daily hours worked and attributing that time to an unpaid meal break despite
18 that Defendant routinely failed to provide meal breaks, provided meal breaks less than 30 minutes,
19 required employees work through their meal breaks, and/or interrupted employees during their
20 meal breaks.

21 (b) Sometimes requiring Plaintiff and similarly situated employees to keep their
22 employer-issued walkie-talkies and/or dispatch phones on them at all times and to always monitor
23 them during their shift, including while off-the-clock during meal breaks resulting in Plaintiff and
24 similarly situated employees remaining on duty during their off-the-clock meal breaks.

25 21. Additionally, Defendants failed to pay Plaintiff and similarly situated employees a
26 meal period premium wage of one (1) additional hour of pay at their regular rate of compensation
27 for each workday the employees did not receive all legally required and compliant meal periods.
28 Defendants employed policies and procedures which ensured that employees did not receive any

1 meal period premium wages to compensate them for workdays in which they did not receive all
2 legally required and compliant meal periods.

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

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

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

18 25. California law requires every employer to authorize and permit an employee a rest
19 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
20 Code section 226.7; Wage Order 9, §12. If the employer fails to authorize or permit a required rest
21 period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of
22 compensation for each workday the employer did not authorize or permit a legally required rest
23 period. *Id.* Under California law, “[e]mployees are entitled to 10 minutes’ rest for shifts from three
24 and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30
25 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v.*
26 *Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7; Wage Order 9,
27 §12. Rest periods, insofar as practicable, shall be in the middle of each work period. Wage Order
28 9, §12. Additionally, the rest period “obligates employers to permit – and authorizes employees to

1 take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269.

2 That is, during rest periods employers must relieve employees of all duties and relinquish control
3 over how employees spend their time. *Id.*

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

9 (a) Sometimes requiring Plaintiff and similarly situated employees to remain on-duty
10 during their rest breaks because Plaintiff and similarly situated employees were required to keep
11 their employer-issued walkie-talkies and/or dispatch phones on them at all times during their shift
12 to monitor and respond to calls from Defendant, including during rest breaks.

13 (b) Sometimes failing to provide Plaintiff and similarly situated employees with a third
14 uninterrupted duty-free rest period of no less than ten (10) net minutes on each workday that
15 Plaintiff and similarly situated employees work shifts over ten (10) hours.

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

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

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

5 30. **Failure to indemnify employees for losses and expenditures incurred as part of**
6 **their employment:** Labor Code section 2802(a) states that “[a]n employer shall indemnify his or
7 her employee for all necessary expenditures or losses incurred by the employee in direct
8 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
9 employer...” An employer is prohibited from passing the ordinary business expenses and losses of
10 the employer onto the employee. (Labor Code section 2802).

11 31. Defendants employed policies, practices, and/or procedures of impermissibly
12 passing business-related expenses to Plaintiff and similarly situated employees. These policies,
13 practices, and/or procedures included, but were not limited to, requiring Plaintiff and similarly
14 situated employees to use or purchase their own tools and/or resources in order to work for
15 Defendants, including but not limited to :

16 (a) Sometimes requiring Plaintiff and similarly situated employees to use or purchase
17 their own tools and/or resources in order to work for Defendants, including but not limited to their
18 cell phone (including both telephone use and cellular data use) for work-related purposes –
19 without reimbursing Plaintiff and similarly situated employees for such use.

20 32. The costs incurred by Plaintiff and similarly situated employees to use or purchase
21 their own tools and/or resources for their mandatory compliance with Defendants’ aforementioned
22 policies, practices, and/or procedures were significant as a result of their employment with
23 Defendants.

24 33. Defendants employed policies and procedures which ensured Plaintiff and similarly
25 situated employees would not receive indemnification for the aforementioned necessary
26 expenditures incurred as a result of their employment with Defendants.

27 34. Defendants’ aforementioned policies, practices, and/or procedures resulted in
28 Plaintiff and similarly situated employees not receiving indemnification for employment-related

1 expenditures, in violation of Labor Code section 2802.

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

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

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

23 **38.** As a result of the aforementioned violations of the Labor Code, Plaintiff alleges
24 that he, and on information and belief, other similarly situated employees, were not paid their final
25 wages in a timely manner as required by Labor Code section 203. Minimum wages for all hours
26 worked, meal period premium wages, and/or rest period premium wages (all described above),
27 were not paid at the time of Plaintiff’s and other similarly situated employees’ separation of
28 employment, whether voluntarily or involuntarily, as required by Labor Code sections 201, 202,

1 and 203.

2 **V. CLASS DEFINITIONS AND CLASS ALLEGATIONS**

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

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

10 B. **Meal Period Class:** All current and former hourly non-exempt employees
11 employed by Defendants as direct employees as well as temporary employees employed through
12 temp agencies in California at any time from four (4) years prior to the filing of the initial
13 Complaint in this matter through the date notice is mailed to a certified class who worked shifts
14 more than five (5) hours yet Defendants failed to authorize or permit all required duty-free meal
15 periods of not less than thirty (30) minutes.

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

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

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

8 F. **Indemnification Class:** All current and former hourly non-exempt
9 employees employed by Defendants as direct employees as well as temporary employees
10 employed through temp agencies in California at any time from four (4) years prior to the filing of
11 the initial Complaint in this action through the date notice is mailed to a certified class who did not
12 receive indemnification to reimburse them for the necessary expenditures incurred in the discharge
13 of their duties.

14 G. **Wage Statement Class:** All current and former hourly non-exempt
15 employees employed by Defendants as direct employees as well as temporary employees
16 employed through temp agencies in California at any time from one (1) year prior to the filing of
17 the initial Complaint in this action through the date notice is mailed to a certified class who
18 received inaccurate or incomplete wage and hour statements.

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

24 I. **California Class:** All aforementioned classes are herein collectively
25 referred to as the "California Class."

26 40. There is a well-defined community of interest in the litigation and the classes are
27 ascertainable:

28 A. **Numerosity:** While the exact number of class members in each class is

1 unknown to Plaintiff at this time, the Plaintiff classes are so numerous that the individual joinder
2 of all members is impractical under the circumstances of this case.

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

7 i. Whether Defendants violated Labor Code sections 1194 and 1197
8 by not paying wages at the minimum wage rate for all time that the Minimum Wage Class
9 Members were subject

10 ii. Whether Defendants violated Labor Code sections 512 and 226.7, as
11 well as the applicable Wage Order, by employing the Meal Period Class Members without
12 providing all compliant and/or required meal periods and/or paying meal period premium wages;

13 iii. Whether Defendants violated Labor Code sections 512 and 226.7, as
14 well as the applicable Wage Order, by employing the Meal Period Premium Wages Class
15 Members without paying meal period premium wages at the proper rate;

16 iv. Whether Defendants violated Labor Code section 226.7 by
17 employing the Rest Period Class Members without providing all compliant and/or required rest
18 periods and/or paying rest period premium wages;

19 v. Whether Defendants violated Labor Code section 226.7, as well as
20 the applicable Wage Order, by employing the Rest Period Premium Wages Class Members
21 without paying rest period premium wages at the proper rate;

22 vi. Whether Defendants violated Labor Code section 2802 by failing to
23 provide Indemnification Class Members with reimbursement of costs to compensate them for the
24 necessary expenditures incurred in the discharge of their duties;

25 vii. Whether Defendants failed to provide the Wage Statement Class
26 Members with accurate itemized statements at the time they received their itemized statements;

27 viii. Whether Defendants failed to provide the Waiting Time Class
28 Members with all of their earned wages upon separation of employment within the statutory time

1 period;

2 ix. Whether Defendants committed unlawful business acts or practice
3 within the meaning of Business and Professions Code sections 17200, *et seq.*;

4 x. Whether Class Members are entitled to unpaid wages, penalties, and
5 other relief pursuant to their claims;

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

8 xii. Whether Defendants' affirmative defenses, if any, raise any common
9 issues of law or fact as to Plaintiff and as to Class Members as a whole.

10 **C. Typicality:** Plaintiff's claims are typical of the claims of the class members
11 in each of the classes. Plaintiff and members of the Minimum Wage Class sustained damages
12 arising out of Defendants' failure to pay wages at least at minimum wage for all time the
13 employees were subject to Defendants' control. Plaintiff and members of the Meal Period Class
14 sustained damages arising out of Defendants' failure to provide non-exempt employees with all
15 required meal periods and/or meal periods that were duty-free and not less than thirty (30) minutes
16 and/or failure to pay meal period premium wages as compensation. Plaintiff and members of the
17 Meal Period Premium Wages Class sustained damages arising out of Defendants' failure to pay
18 meal period premium wages at the proper rate. Plaintiff and members of the Rest Period Class
19 sustained damages arising out of Defendants' failure to provide non-exempt employees with all
20 required rest periods and/or rest periods that were duty-free and of a net ten (10) minutes and/or
21 failure to pay rest period premium wages as compensation. Plaintiff and members of the Rest
22 Period Premium Wages Class sustained damages arising out of Defendants' failure to pay rest
23 period premium wages at the proper rate. Plaintiff and members of the Indemnification Class
24 sustained damages from Defendants' failure to provide reimbursement of costs to compensate
25 them for the necessary expenditures incurred in the discharge of their duties. Plaintiff and
26 members of the Wage Statement Class sustained damages arising out of Defendants' failure to
27 furnish them with accurate itemized wage statements in compliance with Labor Code section 226.
28 Plaintiff and members of the Waiting Time Class sustained damages arising out of Defendants'

failure to provide all unpaid yet earned wages due upon separation of employment within the statutory time limit.

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

E. **Superiority:** A class action is superior to other available means for the fair and efficient adjudication of this controversy. Because individual joinder of all members of each class is impractical, class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. The expenses and burdens of individual litigation would make it difficult or impossible for individual members of each class to redress the wrongs done to them, while important public interests will be served by addressing the matter as a class action. The cost to and burden on the court system of adjudication of individualized litigation would be substantial, and substantially more than the costs and burdens of a class action. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

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

FIRST CAUSE OF ACTION

**FAILURE TO PAY WAGES FOR ALL HOURS OF WORK AT THE LEGAL MINIMUM
WAGE RATE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197**

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

41. Plaintiff incorporates by reference and re-alleges each and every allegation contained in this pleading as though fully set forth herein.

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

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

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

10 45. Defendants employed policies, practices, and/or procedures including, but not
11 limited to:

12 (a) Sometimes automatically deducting thirty (30) minutes from Plaintiff and similarly
13 situated employees' daily hours worked and attributing that time to an unpaid meal break despite
14 that Defendant routinely failed to provide meal breaks, provided meal breaks less than 30 minutes,
15 required employees work through their meal breaks, and/or interrupted employees during their
16 meal breaks.

17 (b) Sometimes requiring Plaintiff and similarly situated employees to keep their
18 employer-issued walkie-talkies and/or dispatch phones on them at all times and to always monitor
19 them during their shift, including while off-the-clock during meal breaks, resulting in Plaintiff and
20 similarly situated employees remaining on duty during their off-the-clock meal breaks.

21 46. Plaintiff and the Minimum Wage Class were not paid for this time resulting in
22 Defendants' failure to pay minimum wage for all the hours Plaintiff and the Minimum Wage Class
23 worked.

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

27 48. Pursuant to Labor Code sections 1194 and 1194.2, Plaintiff and the Minimum
28 Wage Class are entitled to recover unpaid minimum wage, interest thereon, liquidated damages in

1 the amount of their unpaid minimum wage, and attorneys' fees and costs.

2 **SECOND CAUSE OF ACTION**

3 **FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF LABOR**

4 **CODE SECTIONS 512 AND 226.7**

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

7 49. Plaintiff incorporates by reference and re-alleges each and every allegation
8 contained in this pleading as though fully set forth herein.

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

12 51. California law requires an employer to authorize or permit an employee an
13 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
14 all duties and the employer relinquishes control over the employee's activities no later than the
15 end of the employee's fifth hour of work and a second meal period no later than the employee's
16 tenth hour of work. Labor Code sections 226.7, 512; Wage Order 9, §11; *Brinker Rest. Corp. v.*
17 *Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. If the employer requires the employee to remain at
18 the work site or facility during the meal period, the meal period must be paid. This is true even
19 where the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v.*
20 *Bradshaw* (1995) 32 Cal.App.4th 968. Labor Code section 226.7 provides that if an employee
21 does not receive a required meal or rest period that "the employer shall pay the employee one
22 additional hour of pay at the employee's regular rate of compensation for each work day that the
23 meal or rest period is not provided."

24 52. In this case, Plaintiff and the Meal Period Class worked shifts long enough to
25 entitle them to meal periods under California law. Nevertheless, Defendants employed policies,
26 practices, and/or procedures that resulted in their failure to authorize or permit meal periods to
27 Plaintiff and the Meal Period Class of no less than thirty (30) minutes for each five-hour period of
28 work as required by law. Such policies, practices, and/or procedures included, but were not limited

1 to:

2 (a) Sometimes automatically deducting thirty (30) minutes from Plaintiff and similarly
3 situated employees' daily hours worked and attributing that time to an unpaid meal break despite
4 that Defendant routinely failed to provide meal breaks, provided meal breaks less than 30 minutes,
5 required employees work through their meal breaks, and/or interrupted employees during their
6 meal breaks.

7 (b) Sometimes requiring Plaintiff and similarly situated employees to keep their
8 employer-issued walkie-talkies and/or dispatch phones on them at all times and to always monitor
9 them during their shift, including while off-the-clock during meal breaks resulting in Plaintiff and
10 similarly situated employees remaining on duty during their off-the-clock meal breaks.

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

16 54. Finally, on occasions when Defendants paid Plaintiff and the Meal Period Premium
17 Wages Class a "premium" wage for late, missed, short, on-premise, on-duty, and/or interrupted
18 meal periods, Defendants failed to pay the one (1) additional hour of pay at Plaintiff's and the
19 Meal Period Premium Wages Class' regular rate of compensation. Specifically, Defendants
20 maintained a policy, practice, and/or procedure of failing to include all remuneration such as shift
21 differential pay for example, when calculating Plaintiff's and the Meal Period Premium Wages
22 Class' regular rate of pay for the purpose of paying meal period premiums.

23 55. Defendants' unlawful conduct alleged herein occurred in the course of employment
24 of Plaintiff, the Meal Period Class, and the Meal Period Premium Wages Class and such conduct
25 has continued through the filing of this Complaint.

26 56. Because Defendants failed to provide employees with meal periods in compliance
27 with the law, Defendants are liable to Plaintiff, the Meal Period Class, and the Meal Period
28 Premium Wages Class for one (1) hour of additional pay at the regular rate of compensation for

1 each workday that Defendants did not provide all legally required and legally compliant meal
2 periods, pursuant to Labor Code section 226.7 and the Wage Order.

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

7 **THIRD CAUSE OF ACTION**

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

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

12 58. Plaintiff incorporates by reference and re-alleges each and every allegation
13 contained in this pleading as though fully set forth herein.

14 59. At all times relevant to this Complaint, Plaintiff, the Rest Period Class, and the Rest
15 Period Premium Wages Class were employees of Defendants, covered by Labor Code section
16 226.7 and Wage Order 9.

17 60. California law requires that “[e]very employer shall authorize and permit all
18 employees to take rest periods, which insofar as practicable shall be in the middle of each work
19 period. The authorized rest period time shall be based on the total hours worked daily at the rate of
20 ten (10) minutes net rest time per four (4) hours or major fraction thereof....” Wage Order 9, §12.
21 Employees are entitled to 10 minutes rest for shifts from three and one-half to six hours in length,
22 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10
23 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53
24 Cal.4th 1004, 1029; Labor Code section 226.7. Additionally, the rest period requirement
25 “obligates employers to permit – and authorizes employees to take – off-duty rest periods.”
26 *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269. That is, during rest periods
27 employers must relieve employees of all duties and relinquish control over how employees spend
28 their time. *Id.* If an employer fails to provide an employee a rest period in accordance with the

1 applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the
2 employee's regular rate of compensation for each work day that the rest period is not provided."
3 Wage Order 9, §12; Labor Code section 226.7.

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

9 (a) Sometimes requiring Plaintiff and similarly situated employees to remain on-duty
10 during their rest breaks because Plaintiff and similarly situated employees were required to keep
11 their employer-issued walkie-talkies and/or dispatch phones on them at all times during their shift
12 to monitor and respond to calls from Defendant, including during rest breaks.

13 (b) Sometimes failing to provide Plaintiff and similarly situated employees a third
14 uninterrupted duty-free rest period of no less than ten (10) net minutes on each workday that
15 Plaintiff and similarly situated employees work shifts over ten (10) hours.

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

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

28 64. Defendants' unlawful conduct alleged herein occurred in the course of employment

1 of Plaintiff, the Rest Period Class, and the Rest Period Premium Wages Class and such conduct
2 has continued through the filing of this Complaint.

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

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

12 **FOURTH CAUSE OF ACTION**

13 **FAILURE TO INDEMNIFY EMPLOYEES FOR EMPLOYMENT-RELATED LOSSES**

14 **AND EXPENDITURES IN VIOLATION OF LABOR CODE SECTION 2802**

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

16 67. Plaintiff incorporates by reference and re-alleges each and every allegation
17 contained in this pleading as though fully set forth herein.

18 68. Plaintiff and members of the Indemnification Class have been employed by
19 Defendants in the State of California. Labor Code section 2802(a) states that “[a]n employer shall
20 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
21 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
22 directions of the employer...” An employer is prohibited from passing the ordinary business
23 expenses and losses of the employer onto the employee. (Labor Code section 2802).

24 69. Defendants violated Labor Code section 2802 by employing policies, practices,
25 and/or procedures of impermissibly passing business-related expenses to Plaintiff and
26 Indemnification Class Members. These policies, practices, and/or procedures included, but were
27 not limited to, requiring Plaintiff and Indemnification Class Members to use or purchase their own
28 tools and/or resources in order to work for Defendants, including but not limited to:

1 (a) Sometimes requiring Plaintiff and similarly situated employees to use or purchase
2 their own tools and/or resources in order to work for Defendants, including but not limited to their
3 cell phone (including both telephone use and cellular data use) for work-related purposes –
4 without reimbursing Plaintiff and similarly situated employees for such use.

5 70. The costs incurred by Plaintiff and Indemnification Class Members to use or
6 purchase their own tools and/or resources for their mandatory compliance with Defendants’
7 aforementioned policies, practices, and/or procedures were significant as a result of their
8 employment with Defendants.

9 71. Moreover, Defendants employed policies and procedures which ensured that
10 Plaintiff and Indemnification Class Members would not receive indemnification for all necessary
11 expenditures or losses incurred by them in direct consequence of discharging their duties.
12 Defendants’ aforementioned policies, practices, and/or procedures resulted in Plaintiff and
13 Indemnification Class Members not receiving indemnification for employment-related
14 expenditures in compliance with California law.

15 72. Because Defendants failed to indemnify employees for the necessary expenditures
16 incurred in the discharge of their duties, they are liable to Plaintiff and Indemnification Class
17 Members for monies to compensate them for such expenditures or losses pursuant to Labor Code
18 section 2802.

19 73. As a direct and proximate result of Defendants' violation of Labor Code section
20 2802, Plaintiff and Indemnification Class Members have suffered irreparable harm and monetary
21 damages entitling them to both injunctive relief and restitution. Plaintiff, on behalf of themselves and
22 on behalf of the Indemnification Class, seeks damages and all other relief allowable including
23 indemnification for all employment-related expenses as well as ordinary business expenses
24 incurred by Defendants and passed on to Plaintiff and Indemnification Class Members, pursuant to
25 Labor Code section 2802.

26 74. Pursuant to Labor Code Section 2802, Plaintiff and Indemnification Class Members
27 are entitled to recover full indemnification, reasonable attorneys’ fees and costs of suit.
28

FIFTH CAUSE OF ACTION

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

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

4 75. Plaintiff incorporates by reference and re-alleges each and every allegation
5 contained in this pleading as though fully set forth herein.

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

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

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

25 78. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
26 to provide accurate wage and hour statements to him and the Wage Statement Class who were
27 subject to Defendants' control for uncompensated time and who did not receive all their earned
28 wages (including minimum wages, meal period premium wages, and/or rest period premium
wages), in violation of Labor Code section 226.

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

80. Defendants' failure to provide Plaintiff and the Wage Statement Class with
accurate wage statements was knowing and intentional. Defendants had the ability to provide

1 Plaintiff and the Wage Statement Class with accurate wage statements but intentionally provided
2 wage statements they knew were not accurate. Defendants knowingly and intentionally put in
3 place practices which deprived employees of wages and resulted in Defendants knowingly and
4 intentionally providing inaccurate wage statements. These practices included Defendants' failure
5 to include all hours worked and all wages due.

6 81. As a result of Defendants' unlawful conduct, Plaintiff and the Wage Statement
7 Class have suffered injury. The absence of accurate information on their wage statements has
8 prevented earlier challenges to Defendants' unlawful pay practices, will require discovery and
9 mathematical computations to determine the amount of wages owed, and will cause difficulty and
10 expense in attempting to reconstruct time and pay records. Defendants' conduct led to the
11 submission of inaccurate information about wages and amounts deducted from wages to state and
12 federal government agencies. As a result, Plaintiff and the Wage Statement Class are required to
13 participate in this lawsuit and create more difficulty and expense for Plaintiff and the Wage
14 Statement Class from having to reconstruct time and pay records than if Defendants had complied
15 with their legal obligations.

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

20 83. Pursuant to Labor Code section 226(h), Plaintiff and the Wage Statement Class are
21 entitled to bring an action for injunctive relief to ensure Defendants' compliance with Labor Code
22 section 226(a). Injunctive relief is warranted because Defendants continue to provide currently
23 employed Wage Statement Class members with inaccurate wage statements in violation of Labor
24 Code section 226(a) and currently employed Wage Statement Class members have no adequate
25 legal remedy for the continuing injuries that will be suffered as a result of Defendants' ongoing
26 unlawful conduct. Injunctive relief is the only remedy available for ensuring Defendants'
27 compliance with Labor Code section 226(a).

28 84. Pursuant to Labor Code sections 226(e) and 226(h), Plaintiff and the Wage

Statement Class are entitled to recover the full amount of penalties due under section 226(e), reasonable attorneys' fees, and costs of suit.

SIXTH CAUSE OF ACTION

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

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

85. Plaintiff incorporates by reference and re-alleges each and every allegation contained in this pleading as though fully set forth herein.

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

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

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

89. Defendants' failure to pay Plaintiff and the Waiting Time Class with all wages earned prior to separation of employment timely in accordance with Labor Code sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by hourly workers prior to separation of employment in accordance with Labor Code sections 201 and 202, but intentionally adopted policies or practices incompatible with the requirements of Labor Code sections 201 and 202. Defendants' practices include failing to pay at least minimum wage for all time worked, meal period premium wages, and/or rest period premium wages. When Defendants failed to pay

1 Plaintiff and the Waiting Time Class all earned wages timely upon separation of employment, they
2 knew what they were doing and intended to do what they did.

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

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

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

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

15 94. Plaintiff and the Waiting Time Class are entitled to recover the full amount of their
16 unpaid wages, continuation wages under Labor Code section 203, and interest thereon, and
17 reasonable attorney's fees and costs under Labor Code section 218.5.

18 **SEVENTH CAUSE OF ACTION**

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

21 **(Against All Defendants by Plaintiff and the California Class)**

22 95. Plaintiff incorporates by reference and re-alleges each and every allegation
23 contained in this pleading as though fully set forth herein.

24 96. The unlawful conduct of Defendants alleged herein constitutes unfair competition
25 within the meaning of Business and Professions Code section 17200. This unfair conduct includes
26 Defendants' use of policies, practices, and/or procedures which resulted in: failure to pay
27 employees at least at the minimum wage rate for all hours which they worked; failure to authorize
28 or permit all legally required and/or compliant meal periods or pay meal period premium wages;

1 failure to authorize or permit all legally required and/or compliant rest periods or pay rest period
2 premium wages; failure to indemnify all necessary expenditures or losses incurred in direct
3 consequence of discharging duties; failure to provide accurate wage and hour statements; and
4 failure to timely pay all wages due upon separation of employment. Due to their unfair and
5 unlawful business practices in violation of the Labor Code, Defendants have gained a competitive
6 advantage over other comparable companies doing business in the State of California that comply
7 with their obligations to pay minimum wages for all hours worked; authorize or permit all legally
8 required and/or compliant meal periods or pay meal period premium wages; authorize or permit all
9 legally required and/or compliant rest periods or pay rest period premium wages; indemnify all
10 necessary expenditures or losses incurred in direct consequence of discharging duties; provide
11 accurate wage and hour statements; and timely pay all wages due upon separation of employment.

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

15 98. Pursuant to Business and Professions Code section 17203, Plaintiff and the
16 California Class are entitled to restitution of all wages and other monies rightfully belonging to
17 them that Defendants failed to pay and wrongfully retained by means of their unlawful and unfair
18 business practices. Plaintiff also seeks an injunction against Defendants on behalf of the California
19 Class enjoining Defendants, and any and all persons acting in concert with them, from engaging in
20 each of the unlawful policies, practices, and/or procedures set forth herein, along with reasonable
21 attorney's fees and costs under Code of Civil Procedure section 1021.5 and other applicable
22 statutes.

23 **PRAYER FOR RELIEF**

24 **WHEREFORE, PLAINTIFF ON HIS OWN BEHALF AND ON BEHALF OF**
25 **THOSE SIMILARLY SITUATED, PRAYS AS FOLLOWS:**

26 **ON THE FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, AND SEVENTH**
27 **CAUSES OF ACTION:**

28 1. That the Court determine that this action may be maintained as a class action (for

1 the entire California Class and/or any and all of the specified sub-classes) pursuant to Code of
2 Civil Procedure section 382 and any other applicable law;

3 2. That the named Plaintiff be designated as a class representative for the California
4 Class (and all sub-classes thereof);

5 3. For a declaratory judgment that the policies, practices, and/or procedures
6 complained herein are unlawful; and

7 4. For an injunction against Defendants enjoining them, and any and all persons
8 acting in concert with them, from engaging in each of the unlawful policies, practices, and/or
9 procedures set forth herein.

10 **ON THE FIRST CAUSE OF ACTION:**

11 1. That Defendants be found to have violated the minimum wage provisions of the
12 Labor Code and the IWC Wage Order as to Plaintiff and the Minimum Wage Class;

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

14 3. For any and all legally applicable penalties;

15 4. For liquidated damages pursuant to Labor Code section 1194.2;

16 5. For pre-judgment interest, including but not limited to that recoverable under Labor
17 Code section 1194, and post-judgment interest;

18 6. For attorneys' fees and costs of suit, including but not limited to that recoverable
19 under Labor Code section 1194;

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

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

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

25 1. That Defendants be found to have violated the meal period provisions of the Labor
26 Code and the IWC Wage Order as to Plaintiff and the Meal Period Class;

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

28 3. For any and all legally applicable penalties;

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

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

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

6 1. That Defendants be found to have violated the rest period provisions of the Labor
7 Code and the IWC Wage Order as to Plaintiff and the Rest Period Class;

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

9 3. For any and all legally applicable penalties;

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

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

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

15 1. That the Defendants be found to have violated the indemnification provisions of the
16 Labor Code as to the Plaintiff and the Indemnification Class;

17 2. For damages, according to proof, including unpaid use and/or costs of necessary
18 tools and/or resources;

19 3. For any and all legally applicable penalties;

20 4. For pre-judgment interest, including but not limited to that recoverable under Labor
21 Code section 2802, and post-judgment interest;

22 5. For attorneys' fees and costs of suit, including but not limited to that recoverable
23 under Labor Code section 2802; and

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

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

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

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

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

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

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

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

ON THE SIXTH CAUSE OF ACTION:

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

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

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

4. For attorneys' fees and costs of suit, including but not limited to that recoverable under Labor Code section 218.5; and

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

ON THE SEVENTH CAUSE OF ACTION:

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

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

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

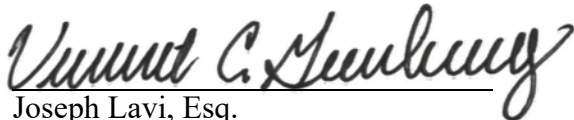
4 4. For restitution to the full extent permitted by law;

5 5. For attorneys' fees and costs of suit, including but not limited to that recoverable
6 under Code of Civil Procedure section 1021.5; and

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

9 Dated: January 13, 2026

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

11 By: 

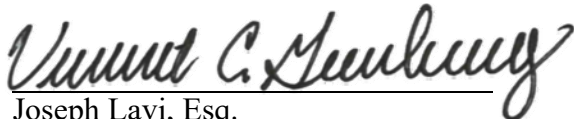
12 Joseph Lavi, Esq.
13 Vincent C. Granberry, Esq.
14 Jeffrey D. Klein, Esq.
15 Jovahn Wiggins, Esq.
16 Tina Petrosian, Esq.
17 Attorneys for Plaintiff
18 TERRELL I GUIDRY
19 on behalf of himself and others similarly situated

20 **DEMAND FOR JURY TRIAL**

21 Plaintiff TERRELL I GUIDRY demands a trial by jury for himself and the California
22 Class on all claims so triable.

23 Dated: January 13, 2026

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

24 By: 

25 Joseph Lavi, Esq.
26 Vincent C. Granberry, Esq.
27 Jeffrey D. Klein, Esq.
28 Jovahn Wiggins, Esq.
Tina Petrosian, Esq.
Attorneys for Plaintiff
TERRELL I GUIDRY
on behalf of himself and others similarly situated