

COPY

SUM-100

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

ULTIMATE LIMOUSINES AND SEDANS, INC., a California Corporation; and DOES 1-50, Inclusive,

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

DIRKE HUDSON, an individual, on behalf of himself and on behalf of all persons similarly situated,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

JUL 27 2020

Sherril R. Carter, Executive Officer/Clerk of Court

By: Kristina Vargas, Deputy

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):

Los Angeles Superior Court, Stanley Mosk Courthouse
111 North Hill Street
Los Angeles, CA 90012

CASE NUMBER
(Número del caso)
20STCV28586

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Shani O. Zakay, Esq. SBN:277924 Tel: (619) 892-7095 Fax: (858) 404-9203
Zakay Law Group, APLC - 5850 Oberlin Drive, Suite 230A, San Diego, CA 92121

DATE: **JUL 27 2020**
(Fecha)

SHERRI R. CARTER

Clerk, by
(Secretario)

Kristina Vargas, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

4. ☐ by personal delivery on (date):

VIA FAX

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County of Los Angeles

JUL 27 2020

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By: Kristina Vargas, Deputy

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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

DIRKE HUDSON, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

ULTIMATE LIMOUSINES AND SEDANS,
INC., a California Corporation; and DOES 1-
50, Inclusive,

Defendants.

Case No:

20STCV28586

CLASS ACTION COMPLAINT FOR:

- 1) UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §17200 *et seq*;
- 2) FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510 *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 6) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
- 7) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203; and
- 8) VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT [LABOR CODE §§ 2698 *et seq.*]

DEMAND FOR A JURY TRIAL

VIA FAX

1 Plaintiff Dirke Hudson (“PLAINTIFF”), an individual, on behalf of himself and all other
2 similarly situated current and former employees, alleges on information and belief,
3 except for his own acts and knowledge which are based on personal knowledge, the
4 following:

5 **THE PARTIES**

6 1. Defendant Ultimate Limousines and Sedans, Inc. (“DEFENDANT”) is a
7 California corporation that at all relevant times mentioned herein conducted and continues to
8 conduct substantial and regular business in the state of California.

9 2. PLAINTIFF was employed by DEFENDANT in California from December 2017
10 to December 2019 and was at all times classified by DEFENDANT as a non-exempt employee,
11 paid on an piece-rate basis, and entitled to the legally required meal and rest periods and
12 payment of minimum and overtime wages due for all time worked.

13 3. PLAINTIFF brings this Class Action on behalf of himself and a California class,
14 defined as all persons who are or previously were employed by DEFENDANT in California and
15 classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the
16 period beginning four (4) years prior to the filing of this Complaint and ending on the date as
17 determined by the Court (the “CALIFORNIA CLASS PERIOD”). The amount in controversy
18 for the aggregate claim of the CALIFORNIA CLASS Members is under five million dollars
19 (\$5,000,000.00).

20 4. PLAINTIFF brings this Class Action on behalf of himself and a CALIFORNIA
21 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
22 the CALIFORNIA CLASS PERIOD caused by DEFENDANT’s uniform policy and practice
23 which failed to lawfully compensate these employees. DEFENDANT’s uniform policy and
24 practice alleged herein was an unlawful, unfair and deceptive business practice whereby
25 DEFENDANT retained and continues to retain wages due PLAINTIFF and the other members
26 of the CALIFORNIA CLASS. PLAINTIFF and the other members of the CALIFORNIA
27 CLASS seek an injunction enjoining such conduct by DEFENDANT in the future, relief for the
28 named PLAINTIFF and the other members of the CALIFORNIA CLASS who have been
economically injured by DEFENDANT’s past and current unlawful conduct, and all other
appropriate legal and equitable relief.

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

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

THE CONDUCT

7. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. DEFENDANT required PLAINTIFF and CALIFORNIA CLASS Members to work without paying them for all the time they were under DEFENDANT's control. Importantly, PLAINTIFF was not provided with minimum wages for all of his non-driving work time when DEFENDANT only paid PLAINTIFF and other CALIFORNIA CLASS Members a flat rate per ride, regardless of how many hours were worked. PLAINTIFF also did not receive paid rest breaks as required by California law when being paid a piece rate by DEFENDANT. As a result, the PLAINTIFF and

1 other CALIFORNIA CLASS Members forfeited minimum wage and overtime compensation by
2 regularly working without their time being accurately recorded and without compensation at the
3 applicable minimum wage and overtime rates, or separate compensation for rest breaks.
4 DEFENDANT's uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA
5 CLASS Members for all time worked is evidenced by DEFENDANT's business records.

6 8. As a result of their rigorous work schedules, PLAINTIFF and other
7 CALIFORNIA CLASS Members were from time to time unable to take off duty meal breaks
8 and were not fully relieved of duty for their meal periods. PLAINTIFF and other CALIFORNIA
9 CLASS Members were required to perform work as ordered by DEFENDANT for more than
10 five (5) hours during some shifts without receiving an off-duty meal break as evidenced by
11 DEFENDANT's business records. PLAINTIFF and other members of the CALIFORNIA
12 CLASS therefore forfeited meal breaks without additional compensation and in accordance with
13 DEFENDANT's strict corporate policy and practice.

14 9. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other
15 CALIFORNIA CLASS Members were also required to work in excess of four (4) hours without
16 being provided ten (10) minute rest periods. Further, these employees were denied their first rest
17 periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours
18 from time to time, a first and second rest period of at least ten (10) minutes for some shifts
19 worked of between six (6) and eight (8) hours from time to time, and a first, second and third
20 rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
21 time to time. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided
22 with one hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF
23 and other CALIFORNIA CLASS Members were from time to time denied their proper rest
24 periods by DEFENDANT and DEFENDANT's managers. In addition, because of
25 DEFENDANT's pay plan for PLAINTIFF and CALIFORNIA CLASS Members (being paid a
26 flat rate per-ride only), DEFENDANT failed to compensate PLAINTIFF and CALIFORNIA
27 CLASS Members for their rest periods as required by the applicable Wage Order and Labor
28 Code. DEFENDANT did not have a policy or practice which paid for off-duty rest periods to

1 PLAINTIFF and the other CALIFORNIA CLASS Members when they were paid piece rate pay
2 only. As a result, DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA
3 CLASS Members with all the legally required paid rest periods is evidenced by
4 DEFENDANT's business records.

5 10. To the extent that DEFENDANT's records reflect hourly pay, DEFENDANT's
6 records were manipulated and doctored to appear as though they compensate PLAINTIFF and
7 the CALIFORNIA CLASS Members with hourly compensation when, in effect, PLAINTIFF
8 and the CALIFORNIA CLASS Members were compensated exclusively in accordance with the
9 number of rides they performed.

10 11. When PLAINTIFF and other CALIFORNIA CLASS Members were required to
11 miss meal and rest breaks, and/or were not paid all minimum and overtime wages owed to them,
12 DEFENDANT also failed to provide PLAINTIFF and the other members of the CALIFORNIA
13 CLASS with complete and accurate wage statements which failed to show, among other things,
14 the correct wages paid, including the wages paid for missed meal and rest breaks. Cal. Lab.
15 Code § 226 provides that every employer shall furnish each of his or her employees with an
16 accurate itemized wage statement in writing showing, among other things, gross wages earned
17 and all applicable hourly rates in effect during the pay period and the corresponding amount of
18 time worked at each hourly rate. Aside from the violations listed above in this paragraph,
19 DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists all the
20 requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT from time to
21 time provided PLAINTIFF and the other members of the CALIFORNIA CLASS with wage
22 statements which violated Cal. Lab. Code § 226.

23 12. In violation of the applicable sections of the California Labor Code and the
24 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a
25 matter of company policy, practice and procedure, intentionally, knowingly and systematically
26 failed to compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for
27 missed meal and rest periods. This uniform policy and practice of DEFENDANT is intended to
28 purposefully avoid the payment for all time worked as required by California law which allows

1 DEFENDANT to illegally profit and gain an unfair advantage over competitors who complied
2 with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA
3 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted
4 accordingly.

5 13. By reason of this uniform conduct applicable to PLAINTIFF and the other
6 CALIFORNIA CLASS Members, DEFENDANT committed acts of unfair competition in
7 violation of the California Unfair Competition law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*
8 (the "UCL"), by engaging in a uniform company-wide policy, practice and procedure which
9 failed to accurately calculate and record all missed meal and rest periods by PLAINTIFF and
10 other CALIFORNIA CLASS Members. The proper recording of these employees' missed meal
11 and rest breaks is the DEFENDANT's burden. As a result of DEFENDANT's intentional
12 disregard of the obligation to meet this burden, DEFENDANT failed to properly calculate
13 and/or pay all required compensation for work performed by the members of the CALIFORNIA
14 CLASS and violated the California Labor Code and regulations promulgated thereunder as
15 herein alleged.

16 14. Specifically as to PLAINTIFF, DEFENDANT failed to provide all the legally
17 required off-duty meal and rest breaks to him as required by the applicable Wage Order and
18 Labor Code and failed to pay him all minimum and overtime wages due to him. DEFENDANT
19 did not have a policy or practice which provided timely off-duty meal and rest breaks to
20 PLAINTIFF and also failed to compensate PLAINTIFF for his missed meal and rest breaks. The
21 nature of the work performed by the PLAINTIFF did not prevent him from being relieved of all
22 of his duties for the legally required off-duty meal periods. As a result, DEFENDANT's failure
23 to provide PLAINTIFF with the legally required meal periods is evidenced by DEFENDANT's
24 business records. As a result of DEFENDANT not accurately recording all missed meal and rest
25 periods and/or the correct overtime rate, and/or separately compensated rest breaks, the wage
26 statements issued to PLAINTIFF by DEFENDANT violated California law, and in particular,
27 Labor Code Section 226(a). To date, DEFENDANT has yet to pay PLAINTIFF all of his
28 overtime wages due to him and DEFENDANT has failed to pay any penalty wages owed to him

1 under California Labor Code Section 203 and/or 204. The amount in controversy for
2 PLAINTIFF individually does not exceed the sum or value of \$75,000.

3 **JURISDICTION AND VENUE**

4 15. This Court has jurisdiction over this Action pursuant to California Code of Civil
5 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
6 action is brought as a Class Action on behalf of PLAINTIFFS and similarly situated employees
7 of DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

8 16. Venue is proper in this Court pursuant to California Code of Civil Procedure,
9 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
10 DEFENDANT (i) currently maintains and at all relevant times maintained offices and facilities
11 in this County and/or conducts substantial business in this County, and (ii) committed the
12 wrongful conduct herein alleged in this County against members of the CALIFORNIA CLASS.

13 14 **THE CALIFORNIA CLASS**

15 17. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive
16 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class
17 Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as all
18 individuals who are or previously were employed by DEFENDANT in California and classified
19 as non-exempt employees (the "CALIFORNIA CLASS") at any time during the period
20 beginning four (4) years prior to the filing of this Complaint and ending on the date as
21 determined by the Court (the "CALIFORNIA CLASS PERIOD") The amount in controversy
22 for the aggregate claim of the CALIFORNIA CLASS Members is under five million dollars
23 (\$5,000,000.00).

24 18. To the extent equitable tolling operates to toll claims by the CALIFORNIA
25 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted
26 accordingly.

27 19. DEFENDANT, as a matter of company policy, practice and procedure, and in
28 violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order

1 requirements, and the applicable provisions of California law, intentionally, knowingly, and
2 willfully, engaged in a practice whereby DEFENDANT systematically failed to record all meal
3 and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS Members, even though
4 DEFENDANT enjoyed the benefit of this work, required employees to perform this work and
5 permits or suffers to permit this work.

6 20. DEFENDANT has the legal burden to establish that each and every
7 CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as
8 required by California laws. The DEFENDANT, however, as a matter of uniform and
9 systematic policy and procedure failed to have in place during the CALIFORNIA CLASS
10 PERIOD and still fails to have in place a policy or practice to ensure that each and every
11 CALIFORNIA CLASS Member is paid as required by law. This common business practice is
12 applicable to each and every CALIFORNIA CLASS Member can be adjudicated on a class-
13 wide basis as unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§
14 17200, *et seq.* (the "UCL") as causation, damages, and reliance are not elements of this claim.

15 21. The CALIFONRIA CLASS is so numerous that joinder of all CALIFORNIA
16 CLASS Members is impracticable.

17 22. DEFENDANT uniformly violated the rights of the CALIFORNIA CLASS under
18 California law by:

- 19 a. Committing an act of unfair competition in violation of , Cal. Bus. & Prof. Code
20 §§ 17200, *et seq.* (the "UCL"), by unlawfully, unfairly and/or deceptively having
21 in place company policies, practices and procedures that uniformly and
22 systematically failed to record and pay PLAINTIFF and the other members of the
23 CALIFORNIA CLASS for all time worked, including minimum wages owed and
24 overtime wages owed for work performed by these employees;
- 25 b. Committing an act of unfair competition in violation of the UCL, by failing to
26 provide mandatory meal and/or rest breaks to PLAINTIFF and the
27 CALIFORNIA CLASS members; and
28

- 1 c. Committing an act of unfair competition in violation of the UCL, by failing to
2 separately compensate PLAINTIFF and the CALIFORNIA CLASS Members for
3 their rest breaks.

4 23. The Class Action meets the statutory prerequisites for the maintenance of a Class
5 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 6 a. The persons who comprise the CALIFORNIA CLASS are so numerous that the
7 joinder of all such persons is impracticable and the disposition of their claims as
8 a class will benefit the parties and the Court;
- 9 b. Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are
10 raised in this Complaint are common to the CALIFORNIA CLASS will apply
11 uniformly to every member of the CALIFORNIA CLASS;
- 12 c. The claims of the representative PLAINTIFF are typical of the claims of each
13 member of the CALIFORNIA CLASS. PLAINTIFF, like all the other members
14 of the CALIFORNIA CLASS, was classified as a non-exempt employee paid on
15 an hourly basis who was subjected to the DEFENDANT's deceptive practice and
16 policy which failed to provide the legally required meal and rest periods to the
17 CALIFORNIA CLASS and thereby systematically underpaid compensation to
18 PLAINTIFF and CALIFORNIA CLASS. PLAINTIFF sustained economic injury
19 as a result of DEFENDANT's employment practices. PLAINTIFF and the
20 members of the CALIFORNIA CLASS were and are similarly or identically
21 harmed by the same unlawful, deceptive, unfair and pervasive pattern of
22 misconduct engaged in by DEFENDANT; and
- 23 d. The representative PLAINTIFF will fairly and adequately represent and protect
24 the interest of the CALIFORNIA CLASS, and have retained counsel who are
25 competent and experienced in Class Action litigation. There are no material
26 conflicts between the claims of the representative PLAINTIFF and the members
27 of the CALIFORNIA CLASS that would make class certification inappropriate.
28

Counsel for the CALIFORNIA CLASS will vigorously assert the claims of all CALIFORNIA CLASS Members.

24. In addition to meeting the statutory prerequisites to a Class Action, this action is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- a. Without class certification and determination of declaratory, injunctive, statutory and other legal questions within the class format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will create the risk of:
 - i. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA CLASS which would establish incompatible standards of conduct for the parties opposing the CALIFORNIA CLASS; and/or;
 - ii. Adjudication with respect to individual members of the CALIFORNIA CLASS which would as a practical matter be dispositive of interests of the other members not party to the adjudication or substantially impair or impede their ability to protect their interests.
- b. The parties opposing the CALIFORNIA CLASS have acted or refused to act on grounds generally applicable to the CALIFORNIA CLASS, making appropriate class-wide relief with respect to the CALIFORNIA CLASS as a whole in that DEFENDANT uniformly failed to pay all wages due to members of the CALIFORNIA CLASS as required by law;
 - i. With respect to the First Cause of Action, the final relief on behalf of the CALIFORNIA CLASS sought does not relate exclusively to restitution because through this claim PLAINTIFF seeks declaratory relief holding that the DEFENDANT's policy and practices constitute unfair competition, along with declaratory relief, injunctive relief, and incidental equitable relief as may be necessary to prevent and remedy the conduct declared to constitute unfair competition;

1 c. Common questions of law and fact exist as to the members of the CALIFORNIA
2 CLASS, with respect to the practices and violations of California law as listed
3 above, and predominate over any question affecting only individual
4 CALIFORNIA CLASS Members, and a Class Action is superior to other
5 available methods for the fair and efficient adjudication of the controversy,
6 including consideration of:

7 i. The interests of the members of the CALIFORNIA CLASS in
8 individually controlling the prosecution or defense of separate actions in
9 that the substantial expense of individual actions will be avoided to
10 recover the relatively small amount of economic losses sustained by the
11 individual CALIFORNIA CLASS Members when compared to the
12 substantial expense and burden of individual prosecution of this
13 litigation;

14 ii. Class certification will obviate the need for unduly duplicative litigation
15 that would create the risk of:

16 1. Inconsistent or varying adjudications with respect to individual
17 members of the CALIFORNIA CLASS, which would establish
18 incompatible standards of conduct for the DEFENDANT; and/or;

19 2. Adjudications with respect to individual members of the
20 CALIFORNIA CLASS would as a practical matter be dispositive
21 of the interests of the other members not parties to the
22 adjudication or substantially impair or impede their ability to
23 protect their interests;

24 iii. In the context of wage litigation, because a substantial number of
25 individual CALIFORNIA CLASS Members will avoid asserting their
26 legal rights out of fear of retaliation by DEFENDANT, which may
27 adversely affect an individual's job with DEFENDANT or with a
28

subsequent employer, the Class Action is the only means to assert their claims through a representative; and

iv. A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment will obviate the need for unduly and unnecessary duplicative litigation that is likely to result in the absence of certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

25. The Court should permit this action to be maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382 because:

- a. The questions of law and fact common to the CALIFORNIA CLASS predominate over any question affecting only individual CALIFORNIA CLASS Members because the DEFENDANT's employment practices were uniform and systematically applied with respect to the CALIFORNIA CLASS.
- b. A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA CLASS because in the context of employment litigation a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their rights individually out of fear of retaliation or adverse impact on their employment;
- c. The members of the CALIFORNIA CLASS are so numerous that it is impractical to bring all members of the CALIFORNIA CLASS before the Court;
- d. PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be able to obtain effective and economic legal redress unless the action is maintained as a Class Action;
- e. There is a community of interest in obtaining appropriate legal and equitable relief for the acts of unfair competition, statutory violations and other improprieties, and in obtaining adequate compensation for the damages and injuries which DEFENDANT's actions have inflicted upon the CALIFORNIA CLASS;

- 1 f. There is a community of interest in ensuring that the combined assets of
2 DEFENDANT are sufficient to adequately compensate the members of the
3 CALIFORNIA CLASS for the injuries sustained;
- 4 g. DEFENDANT has acted or refused to act on grounds generally applicable to the
5 CALIFORNIA CLASS, thereby making final class-wide relief appropriate with
6 respect to the CALIFORNIA CLASS as a whole;
- 7 h. The members of the CALIFORNIA CLASS are readily ascertainable from the
8 business records of DEFENDANT; and
- 9 i. Class treatment provides manageable judicial treatment calculated to bring an
10 efficient and rapid conclusion to all litigation of all wage and hour related claims
11 arising out of the conduct of DEFENDANT as to the members of the
12 CALIFORNIA CLASS.

13 26. DEFENDANT maintains records from which the Court can ascertain and
14 identify by job title each of DEFENDANT's employees who as have been systematically,
15 intentionally and uniformly subjected to DEFENDANT's company policy, practices and
16 procedures as herein alleged. PLAINTIFF will seek leave to amend the Complaint to include
17 any additional job titles of similarly situated employees when they have been identified.

18
19 **THE CALIFORNIA LABOR SUB-CLASS**

20 27. PLAINTIFF further brings the Second, Third, Fourth Fifth, Sixth, and Seventh
21 causes of Action on behalf of a California sub-class, defined as all members of the
22 CALIFORNIA CLASS who were employed by DEFENDANT in California (the
23 "CALIFORNIA LABOR SUB-CLASS") at any time during the period three (3) years prior to
24 the filing of the complaint and ending on the date as determined by the Court (the
25 "CALIFORNIA LABOR SUB-CLASS PERIOD") pursuant to Cal. Code of Civ. Proc. § 382.
26 The amount in controversy for the aggregate claim of CALIFORNIA LABOR SUB-CLASS
27 Members is under five million dollars (\$5,000,000.00).
28

1 28. DEFENDANT, as a matter of company policy, practice and procedure, and in
2 violation of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage Order
3 requirements, and the applicable provisions of California law, intentionally, knowingly,
4 willfully, and systematically willfully, engaged in a practice whereby DEFENDANT failed to
5 correctly calculate compensation for the time worked by PLAINTIFF and the other members of
6 the CALIFORNIA LABOR SUB-CLASS and separately compensated rest breaks owed to these
7 employees, even though DEFENDANT enjoyed the benefit of this work, required employees to
8 perform this work and permitted or suffered to permit this work. DEFENDANT has uniformly
9 denied these CALIFORNIA LABOR SUB-CLASS Members wages to which these employees
10 are entitled in order to unfairly cheat the competition and unlawfully profit. To the extent
11 equitable tolling operates to toll claims by the CALIFORNIA LABOR SUB-CLASS against
12 DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD should be adjusted
13 accordingly.

14 29. DEFENDANT maintains records from which the Court can ascertain and
15 identify by name and job title, each of DEFENDANT’s employees who have been
16 systematically, intentionally and uniformly subjected to DEFENDANT’s company policy,
17 practices and procedures as herein alleged. PLAINTIFF will seek leave to amend the Complaint
18 to include these additional job titles when they have been identified.

19 30. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
20 CALIFORNIA LABOR SUB-CLASS Members is impracticable

21 31. Common questions of law and fact exist as to members of the CALIFORNIA
22 LABOR SUB-CLASS, including, but not limited, to the following:

- 23 a. Whether DEFENDANT unlawfully failed to correctly calculate and pay
24 compensation due to members of the CALIFORNIA LABOR SUB-CLASS for
25 minimum wages, overtime wages, missed meal and rest breaks in violation of the
26 California Labor Code and California regulations and the applicable California
27 Wage Order;

- b. Whether DEFENDANT failed to provide the PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS with accurate itemized wage statements;
- c. Whether DEFENDANT has engaged in unfair competition by the above-listed conduct;
- d. The proper measure of damages and penalties owed to the members of the CALIFORNIA LABOR SUB-CLASS; and
- e. Whether DEFENDANT's conduct was willful.

32. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS under California law by:

- a. Violating Cal. Lab. Code §§ 510, *et seq.*, by failing to correctly pay the PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS all wages due for overtime worked, for which DEFENDANT is liable pursuant to Cal. Lab. Code § 1194;
- b. Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to accurately pay PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS the correct minimum wage pay for which DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;
- c. Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS with an accurate itemized statement in writing showing the corresponding correct amount of wages earned by the employee;
- d. Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide PLAINTIFF and the other members of the CALIFORNIA CLASS with all legally required off-duty, uninterrupted thirty (30) minute meal breaks and the legally required rest breaks;
- e. Violating Cal. Lab. Code §201, 202 and/or 203, which provides that when an employee is discharged or quits from employment, the employer must pay the

1 employee all wages due without abatement, by failing to tender full payment
2 and/or restitution of wages owed or in the manner required by California law to
3 the members of the CALIFORNIA LABOR SUB-CLASS who have terminated
4 their employment.

5 33. This Class Action meets the statutory prerequisites for the maintenance of a
6 Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 7 a. The persons who comprise the CALIFORNIA LABOR SUB-CLASS are so
8 numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS Members
9 is impracticable and the disposition of their claims as a class will benefit the
10 parties and the Court;
- 11 b. Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are
12 raised in this Complaint are common to the CALIFORNIA LABOR SUB-
13 CLASS and will apply uniformly to every member of the CALIFORNIA
14 LABOR SUB-CLASS;
- 15 c. The claims of the representative PLAINTIFF are typical of the claims of each
16 member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF, like all the
17 other members of the CALIFORNIA LABOR SUB-CLASS, was a non-exempt
18 employee paid on an hourly basis who was subjected to the DEFENDANT's
19 practice and policy which failed to pay the correct amount of wages due to the
20 CALIFORNIA LABOR SUB-CLASS. PLAINTIFF sustained economic injury as
21 a result of DEFENDANT's employment practices. PLAINTIFF and the members
22 of the CALIFORNIA LABOR SUB-CLASS were and are similarly or identically
23 harmed by the same unlawful, deceptive, unfair and pervasive pattern of
24 misconduct engaged in by DEFENDANT; and
- 25 d. The representative PLAINTIFF will fairly and adequately represent and protect
26 the interest of the CALIFORNIA LABOR SUB-CLASS, and has retained
27 counsel who are competent and experienced in Class Action litigation. There are
28 no material conflicts between the claims of the representative PLAINTIFF and

1 the members of the CALIFORNIA LABOR SUB-CLASS that would make class
2 certification inappropriate. Counsel for the CALIFORNIA LABOR SUB-CLASS
3 will vigorously assert the claims of all CALIFORNIA LABOR SUB-CLASS
4 Members.

5 34. In addition to meeting the statutory prerequisites to a Class Action, this action is
6 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 7 a. Without class certification and determination of declaratory, injunctive, statutory
8 and other legal questions within the class format, prosecution of separate actions
9 by individual members of the CALIFORNIA LABOR SUB-CLASS will create
10 the risk of:
- 11 i. Inconsistent or varying adjudications with respect to individual members
12 of the CALIFORNIA LABOR SUB-CLASS which would establish
13 incompatible standards of conduct for the parties opposing the
14 CALIFORNIA LABOR SUB-CLASS; or
 - 15 ii. Adjudication with respect to individual members of the CALIFORNIA
16 LABOR SUB-CLASS which would as a practical matter be dispositive of
17 interests of the other members not party to the adjudication or
18 substantially impair or impede their ability to protect their interests.
- 19 b. The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted or
20 refused to act on grounds generally applicable to the CALIFORNIA LABOR
21 SUB-CLASS, making appropriate class-wide relief with respect to the
22 CALIFORNIA LABOR SUB-CLASS as a whole in that DEFENDANT
23 uniformly fails to pay all wages due. Including the correct wages for all time
24 worked by the members of the CALIFORNIA LABOR SUB-CLASS as required
25 by law;
- 26 c. Common questions of law and fact predominate as to the members of the
27 CALIFORNIA LABOR SUB-CLASS, with respect to the practices and
28 violations of California Law as listed above, and predominate over any question

1 affecting only individual CALIFORNIA LABOR SUB-CLASS Members, and a
2 Class Action is superior to other available methods for the fair and efficient
3 adjudication of the controversy, including consideration of:

4 i. The interests of the members of the CALIFORNIA LABOR SUB-
5 CLASS in individually controlling the prosecution or defense of separate
6 actions in that the substantial expense of individual actions will be
7 avoided to recover the relatively small amount of economic losses
8 sustained by the individual CALIFORNIA LABOR SUB-CLASS
9 Members when compared to the substantial expense and burden of
10 individual prosecution of this litigation;

11 ii. Class certification will obviate the need for unduly duplicative litigation
12 that would create the risk of:

13 1. Inconsistent or varying adjudications with respect to individual
14 members of the CALIFORNIA LABOR SUB-CLASS, which
15 would establish incompatible standards of conduct for the
16 DEFENDANT; and/or,

17 2. Adjudications with respect to individual members of the
18 CALIFORNIA LABOR SUB-CLASS would as a practical matter
19 be dispositive of the interests of the other members not parties to
20 the adjudication or substantially impair or impede their ability to
21 protect their interests;

22 iii. In the context of wage litigation because a substantial number of
23 individual CALIFORNIA LABOR SUB-CLASS Members will avoid
24 asserting their legal rights out of fear of retaliation by DEFENDANT,
25 which may adversely affect an individual's job with DEFENDANT or
26 with a subsequent employer, the Class Action is the only means to assert
27 their claims through a representative; and,
28

iv. A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment will obviate the need for unduly and unnecessary duplicative litigation that is likely to result in the absence of certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

35. This Court should permit this action to be maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382 because:

- a. The questions of law and fact common to the CALIFORNIA LABOR SUB-CLASS predominate over any question affecting only individual CALIFORNIA LABOR SUB-CLASS Members;
- b. A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA LABOR SUB-CLASS because in the context of employment litigation a substantial number of individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their rights individually out of fear of retaliation or adverse impact on their employment;
- c. The members of the CALIFORNIA LABOR SUB-CLASS are so numerous that it is impractical to bring all members of the CALIFORNIA LABOR SUB-CLASS before the Court;
- d. PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS Members, will not be able to obtain effective and economic legal redress unless the action is maintained as a Class Action;
- e. There is a community of interest in obtaining appropriate legal and equitable relief for the acts of unfair competition, statutory violations and other improprieties, and in obtaining adequate compensation for the damages and injuries which DEFENDANT's actions have inflicted upon the CALIFORNIA LABOR SUB-CLASS;

- 1 f. There is a community of interest in ensuring that the combined assets of
2 DEFENDANT are sufficient to adequately compensate the members of the
3 CALIFORNIA LABOR SUB-CLASS for the injuries sustained;
- 4 g. DEFENDANT has acted or refused to act on grounds generally applicable to the
5 CALIFORNIA LABOR SUB-CLASS, thereby making final class-wide relief
6 appropriate with respect to the CALIFORNIA LABOR SUB-CLASS as a whole;
- 7 h. The members of the CALIFORNIA LABOR SUB-CLASS are readily
8 ascertainable from the business records of DEFENDANT. The CALIFORNIA
9 LABOR SUB-CLASS consists of all CALIFORNIA CLASS Members who were
10 employed by DEFENDANT in California during the CALIFORNIA LABOR
11 SUB-CLASS PERIOD; and
- 12 i. Class treatment provides manageable judicial treatment calculated to bring an
13 efficient and rapid conclusion to all litigation of all wage and hour related claims
14 arising out of the conduct of DEFENDANT as to the members of the
15 CALIFORNIA LABOR SUB-CLASS.

16
17 **FIRST CAUSE OF ACTION**

18 **UNLAWFUL BUSINESS PRACTICES**

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

20 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

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

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

26 38. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
27 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203
28

1 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
2 competition as follows:

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

7 39. By the conduct alleged herein, DEFENDANT has engaged and continues to
8 engage in a business practice which violates California law, including but not limited to, the
9 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
10 including Sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 1198,
11 for which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. &
12 Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute
13 unfair competition, including restitution of wages wrongfully withheld.

14 40. By the conduct alleged herein, DEFENDANT's practices were unlawful and
15 unfair in that these practices violated public policy, were immoral, unethical, oppressive
16 unscrupulous or substantially injurious to employees, and were without valid justification or
17 utility for which this Court should issue equitable and injunctive relief pursuant to Section
18 17203 of the California Business & Professions Code, including restitution of wages wrongfully
19 withheld.

20 41. By the conduct alleged herein, DEFENDANT's practices were deceptive and
21 fraudulent in that DEFENDANT's uniform policy and practice failed to provide the legally
22 mandated meal and rest periods and the required amount of compensation for missed meal and
23 rest periods and, due to a systematic business practice that cannot be justified, pursuant to the
24 applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in violation of Cal.
25 Bus. Code §§ 17200, *et seq.*, and for which this Court should issue injunctive and equitable
26 relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages wrongfully
27 withheld.

1 42. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
2 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the
3 other members of the CALIFORNIA CLASS to be underpaid during their employment with
4 DEFENDANT.

5 43. By the conduct alleged herein, DEFENDANT's practices were also unfair and
6 deceptive in that DEFENDANT's uniform policies, practices and procedures failed to provide
7 legally required meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS
8 members as required by Cal. Lab. Code §§ 226.7 and 512.

9 44. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
10 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty
11 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay
12 for each workday in which a second off-duty meal period was not timely provided for each ten
13 (10) hours of work.

14 45. PLAINTIFF further demands on behalf of themselves and on behalf of each
15 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period
16 was not timely provided as required by law.

17 46. By and through the unlawful and unfair business practices described herein,
18 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the
19 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
20 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
21 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT
22 to unfairly compete against competitors who comply with the law.

23 47. All the acts described herein as violations of, among other things, the Industrial
24 Welfare Commission Wage Orders, the California Code of Regulations, and the California
25 Labor Code, were unlawful and in violation of public policy, were immoral, unethical,
26 oppressive and unscrupulous, were deceptive, and thereby constitute unlawful, unfair and
27 deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*
28

1 48. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
2 and do, seek such relief as may be necessary to restore to them the money and property which
3 DEFENDANT has acquired, or of which PLAINTIFF and the other members of the
4 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and
5 unfair business practices, including earned but unpaid wages for all time worked.

6 49. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
7 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair
8 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
9 engaging in any unlawful and unfair business practices in the future.

10 50. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
11 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices
12 of DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As
13 a result of the unlawful and unfair business practices described herein, PLAINTIFF and the
14 other members of the CALIFORNIA CLASS have suffered and will continue to suffer
15 irreparable legal and economic harm unless DEFENDANT is restrained from continuing to
16 engage in these unlawful and unfair business practices.

17 **SECOND CAUSE OF ACTION**

18 **FAILURE TO PAY MINIMUM WAGES**

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

20 **(Alleged By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS against all
21 Defendants)**

22 51. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
23 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
24 paragraphs of this Complaint.

25 52. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
26 bring a claim for DEFENDANT'S willful and intentional violations of the California Labor
27 Code and the Industrial Welfare Commission requirements for DEFENDANT'S failure to
28 accurately calculate and pay minimum wages to PLAINTIFF and the CALIFORNIA CLASS
Members.

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

3 54. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
4 commission is the minimum wage to be paid to employees, and the payment of a lesser wage
5 than the minimum so fixed is unlawful.

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

8 56. DEFENDANT maintained a uniform wage practice of paying PLAINTIFF and
9 the other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct
10 amount of time they worked. As set forth herein, DEFENDANT'S uniform policy and practice
11 was to unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the
12 other members of the CALIFORNIA LABOR SUB-CLASS.

13 57. DEFENDANT'S uniform pattern of unlawful wage and hour practices
14 manifested, without limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a
15 whole, as a result of implementing a uniform policy and practice that denied accurate
16 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
17 CLASS in regards to minimum wage pay.

18 58. In committing these violations of the California Labor Code, DEFENDANT
19 inaccurately calculated the amount of time worked and consequently underpaid the actual time
20 worked by PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS.
21 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and other
22 benefits in violation of the California Labor Code, the Industrial Welfare Commission
23 requirements and other applicable laws and regulations.

24 59. As a direct result of DEFENDANT'S unlawful wage practices as alleged herein,
25 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did not
26 receive the correct minimum wage compensation for their time worked for DEFENDANT.
27
28

1 60. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the
2 other members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked
3 than they were entitled to, constituting a failure to pay all earned wages.

4 61. By virtue of DEFENDANT'S unlawful failure to accurately pay all earned
5 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
6 CLASS for the true time they worked, PLAINTIFF and the other members of the
7 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
8 injury in amounts which are presently unknown to them and which will be ascertained
9 according to proof at trial.

10 62. DEFENDANT knew or should have known that PLAINTIFF and the other
11 members of the CALIFORNIA LABOR SUB-CLASS are under-compensated for their time
12 worked. DEFENDANT systematically elected, either through intentional malfeasance or gross
13 nonfeasance, to not pay employees for their labor as a matter of uniform corporate policy,
14 practice and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to
15 pay PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS the
16 correct minimum wages for their time worked.

17 63. In performing the acts and practices herein alleged in violation of California
18 labor laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-
19 CLASS for all time worked and provide them with the requisite compensation, DEFENDANT
20 acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and
21 the other members of the CALIFORNIA LABOR SUB-CLASS with a conscious and utter
22 disregard for their legal rights, or the consequences to them, and with the despicable intent of
23 depriving them of their property and legal rights, and otherwise causing them injury in order to
24 increase company profits at the expense of these employees.

25 64. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
26 therefore request recovery of all unpaid wages, according to proof, interest, statutory costs, as
27 well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided by
28 the California Labor Code and/or other applicable statutes. To the extent minimum wage

1 compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS Members
2 who have terminated their employment, DEFENDANT’S conduct also violates Labor Code §§
3 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties
4 under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these CALIFORNIA
5 LABOR SUB-CLASS Members. DEFENDANT’S conduct as alleged herein was willful,
6 intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA LABOR SUB-
7 CLASS Members are entitled to seek and recover statutory costs.

8 **THIRD CAUSE OF ACTION**

9 **FAILURE TO PAY OVERTIME COMPENSATION**

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

11 **(Alleged By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS against all Defendants)**

12 65. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
13 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
14 paragraphs of this Complaint.

15 66. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
16 CLASS bring a claim for DEFENDANT’S willful and intentional violations of the California
17 Labor Code and the Industrial Welfare Commission requirements for DEFENDANT’S failure to
18 pay these employees for all overtime worked, including, work performed in excess of eight (8)
19 hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any
20 workweek.

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

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

27 69. Cal. Lab. Code § 1194 establishes an employee’s right to recover unpaid wages,
28 including minimum wage and overtime compensation and interest thereon, together with the

1 costs of suit. Cal. Lab. Code § 1198 further states that the employment of an employee for
2 longer hours than those fixed by the Industrial Welfare Commission is unlawful.

3 70. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
4 CALIFORNIA LABOR SUB-CLASS Members were required by DEFENDANT to work for
5 DEFENDANT and were not paid for all the time they worked, including overtime work.

6 71. DEFENDANT's uniform pattern of unlawful wage and hour practices
7 manifested, without limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a
8 whole, as a result of implementing a uniform policy and practice that failed to accurately record
9 overtime worked by PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members and
10 denied accurate compensation to PLAINTIFF and the other members of the CALIFORNIA
11 LABOR SUB-CLASS for overtime worked, including, the overtime work performed in excess
12 of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours
13 in any workweek.

14 72. In committing these violations of the California Labor Code, DEFENDANT
15 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
16 PLAINTIFF and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT acted in
17 an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the
18 California Labor Code, the Industrial Welfare Commission requirements and other applicable
19 laws and regulations.

20 73. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
21 the PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did not
22 receive full compensation for overtime worked.

23 74. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
24 from the overtime requirements of the law. None of these exemptions are applicable to the
25 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,
26 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS were not
27 subject to a valid collective bargaining agreement that would preclude the causes of action
28 contained herein this Complaint. Rather, PLAINTIFF brings this Action on behalf of himself

1 and the CALIFORNIA LABOR SUB-CLASS based on DEFENDANT's violations of non-
2 negotiable, non-waiveable rights provided by the State of California.

3 75. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the
4 other members of the CALIFORNIA LABOR SUB-CLASS have been paid less for overtime
5 worked that they are entitled to, constituting a failure to pay all earned wages.

6 76. DEFENDANT failed to accurately pay the PLAINTIFF and the other members
7 of the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they worked which
8 was in excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510,
9 1194 & 1198, even though PLAINTIFF and the other members of the CALIFORNIA LABOR
10 SUB-CLASS were required to work, and did in fact work, overtime as to which DEFENDANT
11 failed to accurately record and pay as evidenced by DEFENDANT's business records and
12 witnessed by employees.

13 77. By virtue of DEFENDANT'S unlawful failure to accurately pay all earned
14 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
15 CLASS for all overtime worked by these employees, PLAINTIFF and the other members of the
16 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
17 injury in amounts which are presently unknown to them and which will be ascertained
18 according to proof at trial.

19 78. DEFENDANTS knew or should have known that PLAINTIFF and the other
20 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for all overtime
21 worked. DEFENDANT systematically elected, either through intentional malfeasance or gross
22 nonfeasance, to not pay employees for their labor as a matter of uniform company policy,
23 practice and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to
24 pay PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS for
25 overtime worked.

26 79. In performing the acts and practices herein alleged in violation of California
27 labor laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-
28 CLASS for all overtime worked and provide them with the requisite overtime compensation,

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

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

18 **FOURTH CAUSE OF ACTION**

19 **FAILURE TO PROVIDE REQUIRED MEAL PERIODS**
20 **(Cal. Lab. Code §§ 226.7 & 512)**

21 **(Alleged by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and against all**
22 **Defendants)**

23 81. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
24 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
25 paragraphs of this Complaint.

26 82. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to provide all
27 the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA LABOR
28 SUB-CLASS Members as required by the applicable Wage Order and Labor Code. The nature

1 of the work performed by PLAINTIFF and CALIFORNIA LABOR SUB-CLASS MEMBERS
2 did not prevent these employees from being relieved of all of their duties for the legally required
3 off-duty meal periods. As a result of their rigorous work schedules, PLAINTIFF and other
4 CALIFORNIA LABOR SUB-CLASS Members were often not fully relieved of duty by
5 DEFENDANT for their meal periods. Additionally, DEFENDANT's failure to provide
6 PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members with legally required meal
7 breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT's business records.
8 Further, DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS Members
9 with a second off-duty meal period in some workdays in which these employees were required
10 by DEFENDANT to work ten (10) hours of work. As a result, PLAINTIFF and other members
11 of the CALIFORNIA LABOR SUB-CLASS forfeited meal breaks without additional
12 compensation and in accordance with DEFENDANT's strict corporate policy and practice.

13 83. DEFENDANT further violated California Labor Code §§ 226.7 and the
14 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR
15 SUB-CLASS Members who were not provided a meal period, in accordance with the applicable
16 Wage Order, one additional hour of compensation at each employee's regular rate of pay for
17 each workday that a meal period was not provided.

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

21
22 **FIFTH CAUSE OF ACTION**

23 **FAILURE TO PROVIDE REQUIRED REST PERIODS**
24 **(Cal. Lab. Code §§ 226.7 & 512)**

25 **(Alleged by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and against all**
26 **Defendants)**

27 85. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
28 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
paragraphs of this Complaint.

1 86. From time to time, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS
2 Members were required to work in excess of four (4) hours without being provided ten (10)
3 minute rest periods. Further, these employees were denied their first rest periods of at least ten
4 (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest
5 period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours,
6 and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten
7 (10) hours or more. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members
8 were also not provided with one hour wages in lieu thereof. As a result of their rigorous work
9 schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were
10 periodically denied their proper rest periods by DEFENDANT and DEFENDANT's managers.
11 In addition, because of DEFENDANT's pay plan for PLAINTIFF and CALIFORNIA LABOR
12 SUB-CLASS Members (being paid a flat rate only), DEFENDANT failed to compensate
13 PLAINTIFF and CALIFORNIA LABOR SUB- CLASS Members for their rest periods as
14 required by the applicable Wage Order and Labor Code. DEFENDANT did not have a policy or
15 practice which paid for off-duty rest periods to PLAINTIFF and the other CALIFORNIA
16 LABOR SUB-CLASS Members when they worked catered parties and were paid piece rate pay
17 only. As a result, DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA
18 LABOR SUB-CLASS Members with all the legally required paid rest periods is evidenced by
19 DEFENDANT's business records.

20 87. DEFENDANT further violated California Labor Code §§ 226.7 and the
21 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR
22 SUB-CLASS Members who were not provided a rest period, in accordance with the applicable
23 Wage Order, one additional hour of compensation at each employee's regular rate of pay for
24 each workday that rest period was not provided.

25 88. As a proximate result of the aforementioned violations, PLAINTIFF and
26 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according to
27 proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.
28

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS

(Cal. Lab. Code § 226)

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

89. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

90. Cal. Labor Code § 226 provides that an employer must furnish employees with an “accurate itemized” statement in writing showing:

- a. Gross wages earned,
- b. (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,
- c. the number of piecerate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
- d. all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,
- e. net wages earned,
- f. the inclusive dates of the period for which the employee is paid,
- g. the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number of an employee identification number other than social security number may be shown on the itemized statement,
- h. the name and address of the legal entity that is the employer, and
- i. all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

1 91. When DEFENDANT did not accurately record PLAINTIFF's and other
2 CALIFORNIA CLASS Members' wages, and missed meal and rest breaks, and separately
3 compensated rest periods, DEFENDANT violated Cal. Lab. Code § 226 in that DEFENDANT
4 failed to provide an accurate wage statement in writing that properly and accurately itemizes all
5 wages, and missed meal and rest periods and reporting time wages owed to PLAINTIFF and the
6 other members of the CALIFORNIA LABOR SUB-CLASS and thereby also failed to set forth
7 the correct wages earned by the employees.

8 92. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code
9 § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA
10 LABOR SUB-CLASS. These damages include, but are not limited to, costs expended
11 calculating the correct wages for all missed meal and rest breaks and the amount of employment
12 taxes which were not properly paid to state and federal tax authorities. These damages are
13 difficult to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA
14 LABOR SUB-CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the
15 initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each
16 violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, in an amount according
17 to proof at the time of trial (but in no event more than four thousand dollars (\$4,000.00) for
18 PLAINTIFF and each respective member of the CALIFORNIA LABOR SUB-CLASS herein).

19 **SEVENTH CAUSE OF ACTION**
20 **FAILURE TO PAY WAGES WHEN DUE**
21 **(Cal. Lab. Code § 203)**

22 **(Alleged by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and against all**
23 **Defendants)**

24 93. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
25 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
26 paragraphs of this Complaint.

27 94. Cal. Lab. Code § 200 provides that:

28 As used in this article:

- (d) "Wages" includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, Commission basis, or other method of calculation.

1 (e) "Labor" includes labor, work, or service whether rendered or performed under
2 contract, subcontract, partnership, station plan, or other agreement if the to be
3 paid for is performed personally by the person demanding payment.

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

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

8 If an employee not having a written contract for a definite period quits his or her
9 employment, his or her wages shall become due and payable not later than 72 hours
10 thereafter, unless the employee has given 72 hours previous notice of his or her intention
11 to quit, in which case the employee is entitled to his or her wages at the time of quitting.
12 Notwithstanding any other provision of law, an employee who quits without providing a
13 72-hour notice shall be entitled to receive payment by mail if he or she so requests and
14 designates a mailing address. The date of the mailing shall constitute the date of
15 payment for purposes of the requirement to provide payment within 72 hours of the
16 notice of quitting.

17 97. There was no definite term in PLAINTIFF's or any CALIFORNIA LABOR
18 SUB-CLASS Members' employment contract.

19 98. Cal. Lab. Code § 203 provides:

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

25 99. The employment of PLAINTIFF and many CALIFORNIA LABOR SUB-
26 CLASS Members terminated and DEFENDANT has not tendered payment of wages to these
27 employees who were underpaid for minimum wage and/or overtime wage, and/or missed meal
28 and rest breaks, as required by law.

100. Therefore, as provided by Cal Lab. Code § 203, on behalf of themselves and the
members of the CALIFORNIA LABOR SUB-CLASS whose employment has, PLAINTIFF
demand up to thirty days of pay as penalty for not paying all wages due at time of termination
for all employees who terminated employment during the CALIFORNIA LABOR SUB-CLASS
PERIOD, and demand an accounting and payment of all wages due, plus interest and statutory
costs as allowed by law.

1 **EIGHTH CAUSE OF ACTION**

2 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

3 **(Cal. Lab. Code §§ 2698 et seq.)**

4 **(Alleged by PLAINTIFF against all Defendants)**

5 101. PLAINTIFF realleges and incorporates by this reference, as though fully set forth
6 herein, the prior paragraphs of this Complaint.

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

17 103. PLAINTIFF, and such persons that may be added from time to time who satisfy
18 the requirements and exhaust the administrative procedures under the Private Attorney General
19 Act, bring this Representative Action on behalf of the State of California with respect to
20 themselves and all individuals who are or previously were employed by DEFENDANT and
21 classified as non-exempt employees in California during the time period of January 17, 2019
22 until the present (the "AGGRIEVED EMPLOYEES").

23 104. On January 17, 2020, PLAINTIFF gave written notice by certified mail to the
24 Labor and Workforce Development Agency (the "Agency") and the employer of the
25 specific provisions of this code alleged to have been violated as required by Labor Code §
26 2699.3. See Exhibit #1, attached hereto and incorporated by this reference herein. The
27 statutory waiting period for PLAINTIFF to add these allegations to the Complaint has expired.
28 As a result, pursuant to Section 2699.3, PLAINTIFF may now commence a representative civil

1 action under PAGA pursuant to Section 2699 as the proxy of the State of California with respect
2 to all AGGRIEVED EMPLOYEES as herein defined.

3 105. The policies, acts and practices heretofore described were and are an unlawful
4 business act or practice because Defendant (a) failed to properly record and pay PLAINTIFF
5 and the other AGGRIEVED EMPLOYEES for all of the hours they worked, including
6 minimum wage and overtime wages in violation of the Wage Order, (b) failed to provide meal
7 and rest breaks, (c) failed to provide accurate itemized wage statements, and (d) failed to timely
8 pay wages, all in violation of the applicable Labor Code sections listed in Labor Code §2699.5,
9 including but not limited to Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226,
10 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.14, 1198, 1199, 2802, and 2804,
11 and the applicable Industrial Wage Order(s), and thereby gives rise to statutory penalties as a
12 result of such conduct. PLAINTIFF hereby seeks recovery of civil penalties as prescribed by the
13 Labor Code Private Attorney General Act of 2004 as the representative of the State of
14 California for the illegal conduct perpetrated on PLAINTIFF and the other AGGRIEVED
15 EMPLOYEES.

16
17 **PRAYER FOR RELIEF**

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

20 1. On behalf of the CALIFORNIA CLASS:

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

1 for restitution of the sums incidental to DEFENDANT's violations due to
2 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

3 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- 4 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, and Seventh Causes
5 of Action asserted by the CALIFORNIA LABOR SUB-CLASS as a class action
6 pursuant to Cal. Code of Civ. Proc. § 382;
- 7 b. Compensatory damages, according to proof at trial, including compensatory
8 damages for overtime compensation and separately owed rest periods, due to
9 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS,
10 during the applicable CALIFORNIA LABOR SUB-CLASS PERIOD plus interest
11 thereon at the statutory rate;
- 12 c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
13 the applicable IWC Wage Order;
- 14 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
15 which a violation occurs and one hundred dollars (\$100) per each member of the
16 CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay
17 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
18 an award of costs for violation of Cal. Lab. Code § 226
- 19 e. The wages of all terminated employees from the CALIFORNIA LABOR SUB-
20 CLASS as a penalty from the due date thereof at the same rate until paid or until
21 an action therefore is commenced, in accordance with Cal. Lab. Code § 203.

22 3. On behalf of the State of California and with respect to all AGGRIEVED
23 EMPLOYEES:

- 24 a. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
25 General Act of 2004

26 4. On all claims:

- 27 a. An award of interest, including prejudgment interest at the legal rate;
- 28 b. Such other and further relief as the Court deems just and equitable; and

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

3 DATED: July 22, 2020

4 **ZAKAY LAW GROUP, APLC**

5
6 By: 

7 Shani O. Zakay
8 Attorney for PLAINTIFF

9 **DEMAND FOR A JURY TRIAL**

10 PLAINTIFF demands a jury trial on issues triable to a jury.

11
12 DATED: July 22, 2020

13 **ZAKAY LAW GROUP, APLC**

14
15 By: 

16 Shani O. Zakay
17 Attorney for PLAINTIFF
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EXHIBIT 1



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January 17, 2020

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGA@dir.ca.gov
Via Online Submission

ULTIMATE LIMOUSINES AND SEDANS, INC.

c/o Rosemary Brun
2018 Mirage Way
Corona, CA 92882

Certified Mail No. 7019 0700 0001 5676 9981

Re: Notice of Violations of California Labor Code Sections §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.14, 1198, 1199, 2802, and 2804 Applicable Industrial Welfare Commission Wage Orders, and Pursuant to California Labor Code Section 2699.3.

Dear Sir/ Madam:

This office represents DIRKE HUDSON (“Client”) and other aggrieved employees in a class action against ULTIMATE LIMOUSINES AND SEDANS, INC. (“Defendant”). This office intends to file the enclosed Class Action Complaint on behalf of Client and other similarly situated employees. The purpose of this correspondence is to provide the Labor and Workforce Development Agency with notice of alleged violations of the California Labor Code and certain facts and theories in support of the alleged violations in accordance with Labor Code section 2699.3.

Client was employed by Defendant in California. Client was paid on an hourly basis and entitled to legally required meal and rest periods. At all times during his employment, Defendants failed to, among other things, provide Client, and all those similarly situated, with all legally mandated off-duty meal and rest periods and overtime compensation at one-and-one-half times the regular rate of pay.

As a consequence, Client contends that Defendant failed to fully compensate them, and other similarly situated and aggrieved employees, for all earned wages and failed to provide accurate wage statements. Accordingly, Client contends that Defendants’ conduct violated Labor

Code sections §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.14, 1198, 1199, 2802, and 2804 and applicable wage orders, and is therefore actionable pursuant to section 2698 *et seq.*

A true and correct copy of the proposed Complaint for the class action is attached hereto. The Complaint (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Client, (iv) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to the Clients, and (v) sets forth the illegal practices used by Defendants. Client therefore incorporate the allegations of the attached Complaint into this letter as if fully set forth herein.

If the agency needs any further information, please do not hesitate to ask. The class action lawsuit consists of a class of other aggrieved employees. As class counsel, our intention is to vigorously prosecute the class wide claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Act of 2004 on behalf of Clients and all aggrieved California employees and Class Members

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Sincerely,
JCL LAW FIRM, APC

A handwritten signature in dark ink, appearing to read 'JC Lapuyade', with a stylized flourish at the end.

Jean-Claude Lapuyade, Esq.

Enclosure (1)

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
5850 Oberlin Drive, Ste. 230A
San Diego, CA 92121
Telephone: (619)892-7095
Facsimile: (858) 404-9203
Website: www.zakaylaw.com

JCL LAW FIRM
Jean-Claude Lapuyade, Esq.
3990 Old Town Avenue, Suite C204
San Diego, CA 92110
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
Website: www.jcl-lawfirm.com

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

DIRKE HUDSON, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

ULTIMATE LIMOUSINES AND SEDANS,
INC., a California Corporation; and DOES 1-
50, Inclusive,

Defendants.

Case No:

CLASS ACTION COMPLAINT FOR:

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

DEMAND FOR A JURY TRIAL

1 Plaintiff Dirke Hudson (“PLAINTIFF”), an individual, on behalf of himself and all
2 other similarly situated current and former employees, alleges on information and belief,
3 except for his own acts and knowledge which are based on personal knowledge, the following:

4 **THE PARTIES**

5 1. Defendant Ultimate Limousines and Sedans, Inc. (“DEFENDANT”) is a
6 California corporation that at all relevant times mentioned herein conducted and continues to
7 conduct substantial and regular business in the state of California.

8 2. PLAINTIFF was employed by DEFENDANT in California from December 2017
9 to December 2019 and was at all times classified by DEFENDANT as a non-exempt employee,
10 paid on an piece-rate basis, and entitled to the legally required meal and rest periods and
11 payment of minimum and overtime wages due for all time worked.

12 3. PLAINTIFF brings this Class Action on behalf of himself and a California class,
13 defined as all persons who are or previously were employed by DEFENDANT in California and
14 classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the
15 period beginning four (4) years prior to the filing of this Complaint and ending on the date as
16 determined by the Court (the “CALIFORNIA CLASS PERIOD”). The amount in controversy
17 for the aggregate claim of the CALIFORNIA CLASS Members is under five million dollars
18 (\$5,000,000.00).

19 4. PLAINTIFF brings this Class Action on behalf of himself and a CALIFORNIA
20 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
21 the CALIFORNIA CLASS PERIOD caused by DEFENDANT’s uniform policy and practice
22 which failed to lawfully compensate these employees. DEFENDANT’s uniform policy and
23 practice alleged herein was an unlawful, unfair and deceptive business practice whereby
24 DEFENDANT retained and continues to retain wages due PLAINTIFF and the other members
25 of the CALIFORNIA CLASS. PLAINTIFF and the other members of the CALIFORNIA
26 CLASS seek an injunction enjoining such conduct by DEFENDANT in the future, relief for the
27 named PLAINTIFF and the other members of the CALIFORNIA CLASS who have been
28 economically injured by DEFENDANT’s past and current unlawful conduct, and all other
appropriate legal and equitable relief.

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

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

THE CONDUCT

7. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. DEFENDANT required PLAINTIFF and CALIFORNIA CLASS Members to work without paying them for all the time they were under DEFENDANT's control. Importantly, PLAINTIFF was not provided with minimum wages for all of his non-driving work time when DEFENDANT only paid PLAINTIFF and other CALIFORNIA CLASS Members a flat rate per ride, regardless of how many hours were worked. PLAINTIFF also did not receive paid rest breaks as required by California law when being paid a piece rate by DEFENDANT. As a result, the PLAINTIFF and

1 other CALIFORNIA CLASS Members forfeited minimum wage and overtime compensation by
2 regularly working without their time being accurately recorded and without compensation at the
3 applicable minimum wage and overtime rates, or separate compensation for rest breaks.
4 DEFENDANT's uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA
5 CLASS Members for all time worked is evidenced by DEFENDANT's business records.

6 8. As a result of their rigorous work schedules, PLAINTIFF and other
7 CALIFORNIA CLASS Members were from time to time unable to take off duty meal breaks
8 and were not fully relieved of duty for their meal periods. PLAINTIFF and other CALIFORNIA
9 CLASS Members were required to perform work as ordered by DEFENDANT for more than
10 five (5) hours during some shifts without receiving an off-duty meal break as evidenced by
11 DEFENDANT's business records. PLAINTIFF and other members of the CALIFORNIA
12 CLASS therefore forfeited meal breaks without additional compensation and in accordance with
13 DEFENDANT's strict corporate policy and practice.

14 9. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other
15 CALIFORNIA CLASS Members were also required to work in excess of four (4) hours without
16 being provided ten (10) minute rest periods. Further, these employees were denied their first rest
17 periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours
18 from time to time, a first and second rest period of at least ten (10) minutes for some shifts
19 worked of between six (6) and eight (8) hours from time to time, and a first, second and third
20 rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
21 time to time. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided
22 with one hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF
23 and other CALIFORNIA CLASS Members were from time to time denied their proper rest
24 periods by DEFENDANT and DEFENDANT's managers. In addition, because of
25 DEFENDANT's pay plan for PLAINTIFF and CALIFORNIA CLASS Members (being paid a
26 flat rate per-ride only), DEFENDANT failed to compensate PLAINTIFF and CALIFORNIA
27 CLASS Members for their rest periods as required by the applicable Wage Order and Labor
28 Code. DEFENDANT did not have a policy or practice which paid for off-duty rest periods to

1 PLAINTIFF and the other CALIFORNIA CLASS Members when they were paid piece rate pay
2 only. As a result, DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA
3 CLASS Members with all the legally required paid rest periods is evidenced by
4 DEFENDANT's business records.

5 10. To the extent that DEFENDANT's records reflect hourly pay, DEFENDANT's
6 records were manipulated and doctored to appear as though they compensate PLAINTIFF and
7 the CALIFORNIA CLASS Members with hourly compensation when, in effect, PLAINTIFF
8 and the CALIFORNIA CLASS Members were compensated exclusively in accordance with the
9 number of rides they performed.

10 11. When PLAINTIFF and other CALIFORNIA CLASS Members were required to
11 miss meal and rest breaks, and/or were not paid all minimum and overtime wages owed to them,
12 DEFENDANT also failed to provide PLAINTIFF and the other members of the CALIFORNIA
13 CLASS with complete and accurate wage statements which failed to show, among other things,
14 the correct wages paid, including the wages paid for missed meal and rest breaks. Cal. Lab.
15 Code § 226 provides that every employer shall furnish each of his or her employees with an
16 accurate itemized wage statement in writing showing, among other things, gross wages earned
17 and all applicable hourly rates in effect during the pay period and the corresponding amount of
18 time worked at each hourly rate. Aside from the violations listed above in this paragraph,
19 DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists all the
20 requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT from time to
21 time provided PLAINTIFF and the other members of the CALIFORNIA CLASS with wage
22 statements which violated Cal. Lab. Code § 226.

23 12. In violation of the applicable sections of the California Labor Code and the
24 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a
25 matter of company policy, practice and procedure, intentionally, knowingly and systematically
26 failed to compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for
27 missed meal and rest periods. This uniform policy and practice of DEFENDANT is intended to
28 purposefully avoid the payment for all time worked as required by California law which allows

1 DEFENDANT to illegally profit and gain an unfair advantage over competitors who complied
2 with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA
3 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted
4 accordingly.

5 13. By reason of this uniform conduct applicable to PLAINTIFF and the other
6 CALIFORNIA CLASS Members, DEFENDANT committed acts of unfair competition in
7 violation of the California Unfair Competition law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*
8 (the "UCL"), by engaging in a uniform company-wide policy, practice and procedure which
9 failed to accurately calculate and record all missed meal and rest periods by PLAINTIFF and
10 other CALIFORNIA CLASS Members. The proper recording of these employees' missed meal
11 and rest breaks is the DEFENDANT's burden. As a result of DEFENDANT's intentional
12 disregard of the obligation to meet this burden, DEFENDANT failed to properly calculate
13 and/or pay all required compensation for work performed by the members of the CALIFORNIA
14 CLASS and violated the California Labor Code and regulations promulgated thereunder as
15 herein alleged.

16 14. Specifically as to PLAINTIFF, DEFENDANT failed to provide all the legally
17 required off-duty meal and rest breaks to him as required by the applicable Wage Order and
18 Labor Code and failed to pay him all minimum and overtime wages due to him. DEFENDANT
19 did not have a policy or practice which provided timely off-duty meal and rest breaks to
20 PLAINTIFF and also failed to compensate PLAINTIFF for his missed meal and rest breaks. The
21 nature of the work performed by the PLAINTIFF did not prevent him from being relieved of all
22 of his duties for the legally required off-duty meal periods. As a result, DEFENDANT's failure
23 to provide PLAINTIFF with the legally required meal periods is evidenced by DEFENDANT's
24 business records. As a result of DEFENDANT not accurately recording all missed meal and rest
25 periods and/or the correct overtime rate, and/or separately compensated rest breaks, the wage
26 statements issued to PLAINTIFF by DEFENDANT violated California law, and in particular,
27 Labor Code Section 226(a). To date, DEFENDANT has yet to pay PLAINTIFF all of his
28 overtime wages due to him and DEFENDANT has failed to pay any penalty wages owed to him

1 under California Labor Code Section 203 and/or 204. The amount in controversy for
2 PLAINTIFF individually does not exceed the sum or value of \$75,000.

3 **JURISDICTION AND VENUE**

4 15. This Court has jurisdiction over this Action pursuant to California Code of Civil
5 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
6 action is brought as a Class Action on behalf of PLAINTIFFS and similarly situated employees
7 of DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

8 16. Venue is proper in this Court pursuant to California Code of Civil Procedure,
9 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
10 DEFENDANT (i) currently maintains and at all relevant times maintained offices and facilities
11 in this County and/or conducts substantial business in this County, and (ii) committed the
12 wrongful conduct herein alleged in this County against members of the CALIFORNIA CLASS.

13 **THE CALIFORNIA CLASS**

14
15 17. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive
16 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class
17 Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as all
18 individuals who are or previously were employed by DEFENDANT in California and classified
19 as non-exempt employees (the "CALIFORNIA CLASS") at any time during the period
20 beginning four (4) years prior to the filing of this Complaint and ending on the date as
21 determined by the Court (the "CALIFORNIA CLASS PERIOD") The amount in controversy
22 for the aggregate claim of the CALIFORNIA CLASS Members is under five million dollars
23 (\$5,000,000.00).

24 18. To the extent equitable tolling operates to toll claims by the CALIFORNIA
25 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted
26 accordingly.

27 19. DEFENDANT, as a matter of company policy, practice and procedure, and in
28 violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order

1 requirements, and the applicable provisions of California law, intentionally, knowingly, and
2 willfully, engaged in a practice whereby DEFENDANT systematically failed to record all meal
3 and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS Members, even though
4 DEFENDANT enjoyed the benefit of this work, required employees to perform this work and
5 permits or suffers to permit this work.

6 20. DEFENDANT has the legal burden to establish that each and every
7 CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as
8 required by California laws. The DEFENDANT, however, as a matter of uniform and
9 systematic policy and procedure failed to have in place during the CALIFORNIA CLASS
10 PERIOD and still fails to have in place a policy or practice to ensure that each and every
11 CALIFORNIA CLASS Member is paid as required by law. This common business practice is
12 applicable to each and every CALIFORNIA CLASS Member can be adjudicated on a class-
13 wide basis as unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§
14 17200, *et seq.* (the "UCL") as causation, damages, and reliance are not elements of this claim.

15 21. The CALIFONRIA CLASS is so numerous that joinder of all CALIFORNIA
16 CLASS Members is impracticable.

17 22. DEFENDANT uniformly violated the rights of the CALIFORNIA CLASS under
18 California law by:

- 19 a. Committing an act of unfair competition in violation of , Cal. Bus. & Prof. Code
20 §§ 17200, *et seq.* (the "UCL"), by unlawfully, unfairly and/or deceptively having
21 in place company policies, practices and procedures that uniformly and
22 systematically failed to record and pay PLAINTIFF and the other members of the
23 CALIFORNIA CLASS for all time worked, including minimum wages owed and
24 overtime wages owed for work performed by these employees;
- 25 b. Committing an act of unfair competition in violation of the UCL, by failing to
26 provide mandatory meal and/or rest breaks to PLAINTIFF and the
27 CALIFORNIA CLASS members; and
28

- 1 c. Committing an act of unfair competition in violation of the UCL, by failing to
2 separately compensate PLAINTIFF and the CALIFORNIA CLASS Members for
3 their rest breaks.

4 23. The Class Action meets the statutory prerequisites for the maintenance of a Class
5 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 6 a. The persons who comprise the CALIFORNIA CLASS are so numerous that the
7 joinder of all such persons is impracticable and the disposition of their claims as
8 a class will benefit the parties and the Court;
- 9 b. Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are
10 raised in this Complaint are common to the CALIFORNIA CLASS will apply
11 uniformly to every member of the CALIFORNIA CLASS;
- 12 c. The claims of the representative PLAINTIFF are typical of the claims of each
13 member of the CALIFORNIA CLASS. PLAINTIFF, like all the other members
14 of the CALIFORNIA CLASS, was classified as a non-exempt employee paid on
15 an hourly basis who was subjected to the DEFENDANT's deceptive practice and
16 policy which failed to provide the legally required meal and rest periods to the
17 CALIFORNIA CLASS and thereby systematically underpaid compensation to
18 PLAINTIFF and CALIFORNIA CLASS. PLAINTIFF sustained economic injury
19 as a result of DEFENDANT's employment practices. PLAINTIFF and the
20 members of the CALIFORNIA CLASS were and are similarly or identically
21 harmed by the same unlawful, deceptive, unfair and pervasive pattern of
22 misconduct engaged in by DEFENDANT; and
- 23 d. The representative PLAINTIFF will fairly and adequately represent and protect
24 the interest of the CALIFORNIA CLASS, and have retained counsel who are
25 competent and experienced in Class Action litigation. There are no material
26 conflicts between the claims of the representative PLAINTIFF and the members
27 of the CALIFORNIA CLASS that would make class certification inappropriate.
28

Counsel for the CALIFORNIA CLASS will vigorously assert the claims of all CALIFORNIA CLASS Members.

24. In addition to meeting the statutory prerequisites to a Class Action, this action is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- a. Without class certification and determination of declaratory, injunctive, statutory and other legal questions within the class format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will create the risk of:
 - i. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA CLASS which would establish incompatible standards of conduct for the parties opposing the CALIFORNIA CLASS; and/or;
 - ii. Adjudication with respect to individual members of the CALIFORNIA CLASS which would as a practical matter be dispositive of interests of the other members not party to the adjudication or substantially impair or impede their ability to protect their interests.
- b. The parties opposing the CALIFORNIA CLASS have acted or refused to act on grounds generally applicable to the CALIFORNIA CLASS, making appropriate class-wide relief with respect to the CALIFORNIA CLASS as a whole in that DEFENDANT uniformly failed to pay all wages due to members of the CALIFORNIA CLASS as required by law;
 - i. With respect to the First Cause of Action, the final relief on behalf of the CALIFORNIA CLASS sought does not relate exclusively to restitution because through this claim PLAINTIFF seeks declaratory relief holding that the DEFENDANT's policy and practices constitute unfair competition, along with declaratory relief, injunctive relief, and incidental equitable relief as may be necessary to prevent and remedy the conduct declared to constitute unfair competition;

1 c. Common questions of law and fact exist as to the members of the CALIFORNIA
2 CLASS, with respect to the practices and violations of California law as listed
3 above, and predominate over any question affecting only individual
4 CALIFORNIA CLASS Members, and a Class Action is superior to other
5 available methods for the fair and efficient adjudication of the controversy,
6 including consideration of:

7 i. The interests of the members of the CALIFORNIA CLASS in
8 individually controlling the prosecution or defense of separate actions in
9 that the substantial expense of individual actions will be avoided to
10 recover the relatively small amount of economic losses sustained by the
11 individual CALIFORNIA CLASS Members when compared to the
12 substantial expense and burden of individual prosecution of this
13 litigation;

14 ii. Class certification will obviate the need for unduly duplicative litigation
15 that would create the risk of:

16 1. Inconsistent or varying adjudications with respect to individual
17 members of the CALIFORNIA CLASS, which would establish
18 incompatible standards of conduct for the DEFENDANT; and/or;

19 2. Adjudications with respect to individual members of the
20 CALIFORNIA CLASS would as a practical matter be dispositive
21 of the interests of the other members not parties to the
22 adjudication or substantially impair or impede their ability to
23 protect their interests;

24 iii. In the context of wage litigation, because a substantial number of
25 individual CALIFORNIA CLASS Members will avoid asserting their
26 legal rights out of fear of retaliation by DEFENDANT, which may
27 adversely affect an individual's job with DEFENDANT or with a
28

subsequent employer, the Class Action is the only means to assert their claims through a representative; and

iv. A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment will obviate the need for unduly and unnecessary duplicative litigation that is likely to result in the absence of certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

25. The Court should permit this action to be maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382 because:

- a. The questions of law and fact common to the CALIFORNIA CLASS predominate over any question affecting only individual CALIFORNIA CLASS Members because the DEFENDANT's employment practices were uniform and systematically applied with respect to the CALIFORNIA CLASS.
- b. A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA CLASS because in the context of employment litigation a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their rights individually out of fear of retaliation or adverse impact on their employment;
- c. The members of the CALIFORNIA CLASS are so numerous that it is impractical to bring all members of the CALIFORNIA CLASS before the Court;
- d. PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be able to obtain effective and economic legal redress unless the action is maintained as a Class Action;
- e. There is a community of interest in obtaining appropriate legal and equitable relief for the acts of unfair competition, statutory violations and other improprieties, and in obtaining adequate compensation for the damages and injuries which DEFENDANT's actions have inflicted upon the CALIFORNIA CLASS;

- 1 f. There is a community of interest in ensuring that the combined assets of
2 DEFENDANT are sufficient to adequately compensate the members of the
3 CALIFORNIA CLASS for the injuries sustained;
- 4 g. DEFENDANT has acted or refused to act on grounds generally applicable to the
5 CALIFORNIA CLASS, thereby making final class-wide relief appropriate with
6 respect to the CALIFORNIA CLASS as a whole;
- 7 h. The members of the CALIFORNIA CLASS are readily ascertainable from the
8 business records of DEFENDANT; and
- 9 i. Class treatment provides manageable judicial treatment calculated to bring an
10 efficient and rapid conclusion to all litigation of all wage and hour related claims
11 arising out of the conduct of DEFENDANT as to the members of the
12 CALIFORNIA CLASS.

13 26. DEFENDANT maintains records from which the Court can ascertain and
14 identify by job title each of DEFENDANT's employees who as have been systematically,
15 intentionally and uniformly subjected to DEFENDANT's company policy, practices and
16 procedures as herein alleged. PLAINTIFF will seek leave to amend the Complaint to include
17 any additional job titles of similarly situated employees when they have been identified.

18
19 **THE CALIFORNIA LABOR SUB-CLASS**

20 27. PLAINTIFF further brings the Second, Third, Fourth Fifth, Sixth, and Seventh
21 causes of Action on behalf of a California sub-class, defined as all members of the
22 CALIFORNIA CLASS who were employed by DEFENDANT in California (the
23 "CALIFORNIA LABOR SUB-CLASS") at any time during the period three (3) years prior to
24 the filing of the complaint and ending on the date as determined by the Court (the
25 "CALIFORNIA LABOR SUB-CLASS PERIOD") pursuant to Cal. Code of Civ. Proc. § 382.
26 The amount in controversy for the aggregate claim of CALIFORNIA LABOR SUB-CLASS
27 Members is under five million dollars (\$5,000,000.00).
28

1 28. DEFENDANT, as a matter of company policy, practice and procedure, and in
2 violation of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage Order
3 requirements, and the applicable provisions of California law, intentionally, knowingly,
4 willfully, and systematically willfully, engaged in a practice whereby DEFENDANT failed to
5 correctly calculate compensation for the time worked by PLAINTIFF and the other members of
6 the CALIFORNIA LABOR SUB-CLASS and separately compensated rest breaks owed to these
7 employees, even though DEFENDANT enjoyed the benefit of this work, required employees to
8 perform this work and permitted or suffered to permit this work. DEFENDANT has uniformly
9 denied these CALIFORNIA LABOR SUB-CLASS Members wages to which these employees
10 are entitled in order to unfairly cheat the competition and unlawfully profit. To the extent
11 equitable tolling operates to toll claims by the CALIFORNIA LABOR SUB-CLASS against
12 DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD should be adjusted
13 accordingly.

14 29. DEFENDANT maintains records from which the Court can ascertain and
15 identify by name and job title, each of DEFENDANT’s employees who have been
16 systematically, intentionally and uniformly subjected to DEFENDANT’s company policy,
17 practices and procedures as herein alleged. PLAINTIFF will seek leave to amend the Complaint
18 to include these additional job titles when they have been identified.

19 30. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
20 CALIFORNIA LABOR SUB-CLASS Members is impracticable

21 31. Common questions of law and fact exist as to members of the CALIFORNIA
22 LABOR SUB-CLASS, including, but not limited, to the following:

- 23 a. Whether DEFENDANT unlawfully failed to correctly calculate and pay
24 compensation due to members of the CALIFORNIA LABOR SUB-CLASS for
25 minimum wages, overtime wages, missed meal and rest breaks in violation of the
26 California Labor Code and California regulations and the applicable California
27 Wage Order;
28

- b. Whether DEFENDANT failed to provide the PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS with accurate itemized wage statements;
- c. Whether DEFENDANT has engaged in unfair competition by the above-listed conduct;
- d. The proper measure of damages and penalties owed to the members of the CALIFORNIA LABOR SUB-CLASS; and
- e. Whether DEFENDANT's conduct was willful.

32. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS under California law by:

- a. Violating Cal. Lab. Code §§ 510, *et seq.*, by failing to correctly pay the PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS all wages due for overtime worked, for which DEFENDANT is liable pursuant to Cal. Lab. Code § 1194;
- b. Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to accurately pay PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS the correct minimum wage pay for which DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;
- c. Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS with an accurate itemized statement in writing showing the corresponding correct amount of wages earned by the employee;
- d. Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide PLAINTIFF and the other members of the CALIFORNIA CLASS with all legally required off-duty, uninterrupted thirty (30) minute meal breaks and the legally required rest breaks;
- e. Violating Cal. Lab. Code §201, 202 and/or 203, which provides that when an employee is discharged or quits from employment, the employer must pay the

1 employee all wages due without abatement, by failing to tender full payment
2 and/or restitution of wages owed or in the manner required by California law to
3 the members of the CALIFORNIA LABOR SUB-CLASS who have terminated
4 their employment.

5 33. This Class Action meets the statutory prerequisites for the maintenance of a
6 Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 7 a. The persons who comprise the CALIFORNIA LABOR SUB-CLASS are so
8 numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS Members
9 is impracticable and the disposition of their claims as a class will benefit the
10 parties and the Court;
- 11 b. Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are
12 raised in this Complaint are common to the CALIFORNIA LABOR SUB-
13 CLASS and will apply uniformly to every member of the CALIFORNIA
14 LABOR SUB-CLASS;
- 15 c. The claims of the representative PLAINTIFF are typical of the claims of each
16 member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF, like all the
17 other members of the CALIFORNIA LABOR SUB-CLASS, was a non-exempt
18 employee paid on an hourly basis who was subjected to the DEFENDANT's
19 practice and policy which failed to pay the correct amount of wages due to the
20 CALIFORNIA LABOR SUB-CLASS. PLAINTIFF sustained economic injury as
21 a result of DEFENDANT's employment practices. PLAINTIFF and the members
22 of the CALIFORNIA LABOR SUB-CLASS were and are similarly or identically
23 harmed by the same unlawful, deceptive, unfair and pervasive pattern of
24 misconduct engaged in by DEFENDANT; and
- 25 d. The representative PLAINTIFF will fairly and adequately represent and protect
26 the interest of the CALIFORNIA LABOR SUB-CLASS, and has retained
27 counsel who are competent and experienced in Class Action litigation. There are
28 no material conflicts between the claims of the representative PLAINTIFF and

1 the members of the CALIFORNIA LABOR SUB-CLASS that would make class
2 certification inappropriate. Counsel for the CALIFORNIA LABOR SUB-CLASS
3 will vigorously assert the claims of all CALIFORNIA LABOR SUB-CLASS
4 Members.

5 34. In addition to meeting the statutory prerequisites to a Class Action, this action is
6 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 7 a. Without class certification and determination of declaratory, injunctive, statutory
8 and other legal questions within the class format, prosecution of separate actions
9 by individual members of the CALIFORNIA LABOR SUB-CLASS will create
10 the risk of:
- 11 i. Inconsistent or varying adjudications with respect to individual members
12 of the CALIFORNIA LABOR SUB-CLASS which would establish
13 incompatible standards of conduct for the parties opposing the
14 CALIFORNIA LABOR SUB-CLASS; or
 - 15 ii. Adjudication with respect to individual members of the CALIFORNIA
16 LABOR SUB-CLASS which would as a practical matter be dispositive of
17 interests of the other members not party to the adjudication or
18 substantially impair or impede their ability to protect their interests.
- 19 b. The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted or
20 refused to act on grounds generally applicable to the CALIFORNIA LABOR
21 SUB-CLASS, making appropriate class-wide relief with respect to the
22 CALIFORNIA LABOR SUB-CLASS as a whole in that DEFENDANT
23 uniformly fails to pay all wages due. Including the correct wages for all time
24 worked by the members of the CALIFORNIA LABOR SUB-CLASS as required
25 by law;
- 26 c. Common questions of law and fact predominate as to the members of the
27 CALIFORNIA LABOR SUB-CLASS, with respect to the practices and
28 violations of California Law as listed above, and predominate over any question

1 affecting only individual CALIFORNIA LABOR SUB-CLASS Members, and a
2 Class Action is superior to other available methods for the fair and efficient
3 adjudication of the controversy, including consideration of:

4 i. The interests of the members of the CALIFORNIA LABOR SUB-
5 CLASS in individually controlling the prosecution or defense of separate
6 actions in that the substantial expense of individual actions will be
7 avoided to recover the relatively small amount of economic losses
8 sustained by the individual CALIFORNIA LABOR SUB-CLASS
9 Members when compared to the substantial expense and burden of
10 individual prosecution of this litigation;

11 ii. Class certification will obviate the need for unduly duplicative litigation
12 that would create the risk of:

13 1. Inconsistent or varying adjudications with respect to individual
14 members of the CALIFORNIA LABOR SUB-CLASS, which
15 would establish incompatible standards of conduct for the
16 DEFENDANT; and/or,

17 2. Adjudications with respect to individual members of the
18 CALIFORNIA LABOR SUB-CLASS would as a practical matter
19 be dispositive of the interests of the other members not parties to
20 the adjudication or substantially impair or impede their ability to
21 protect their interests;

22 iii. In the context of wage litigation because a substantial number of
23 individual CALIFORNIA LABOR SUB-CLASS Members will avoid
24 asserting their legal rights out of fear of retaliation by DEFENDANT,
25 which may adversely affect an individual's job with DEFENDANT or
26 with a subsequent employer, the Class Action is the only means to assert
27 their claims through a representative; and,
28

1 iv. A class action is superior to other available methods for the fair and
2 efficient adjudication of this litigation because class treatment will
3 obviate the need for unduly and unnecessary duplicative litigation that is
4 likely to result in the absence of certification of this action pursuant to
5 Cal. Code of Civ. Proc. § 382.

6 35. This Court should permit this action to be maintained as a Class Action pursuant
7 to Cal. Code of Civ. Proc. § 382 because:

- 8 a. The questions of law and fact common to the CALIFORNIA LABOR SUB-
9 CLASS predominate over any question affecting only individual CALIFORNIA
10 LABOR SUB-CLASS Members;
- 11 b. A Class Action is superior to any other available method for the fair and efficient
12 adjudication of the claims of the members of the CALIFORNIA LABOR SUB-
13 CLASS because in the context of employment litigation a substantial number of
14 individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting
15 their rights individually out of fear of retaliation or adverse impact on their
16 employment;
- 17 c. The members of the CALIFORNIA LABOR SUB-CLASS are so numerous that
18 it is impractical to bring all members of the CALIFORNIA LABOR SUB-
19 CLASS before the Court;
- 20 d. PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS Members, will
21 not be able to obtain effective and economic legal redress unless the action is
22 maintained as a Class Action;
- 23 e. There is a community of interest in obtaining appropriate legal and equitable
24 relief for the acts of unfair competition, statutory violations and other
25 improprieties, and in obtaining adequate compensation for the damages and
26 injuries which DEFENDANT's actions have inflicted upon the CALIFORNIA
27 LABOR SUB-CLASS;
- 28

- 1 f. There is a community of interest in ensuring that the combined assets of
2 DEFENDANT are sufficient to adequately compensate the members of the
3 CALIFORNIA LABOR SUB-CLASS for the injuries sustained;
- 4 g. DEFENDANT has acted or refused to act on grounds generally applicable to the
5 CALIFORNIA LABOR SUB-CLASS, thereby making final class-wide relief
6 appropriate with respect to the CALIFORNIA LABOR SUB-CLASS as a whole;
- 7 h. The members of the CALIFORNIA LABOR SUB-CLASS are readily
8 ascertainable from the business records of DEFENDANT. The CALIFORNIA
9 LABOR SUB-CLASS consists of all CALIFORNIA CLASS Members who were
10 employed by DEFENDANT in California during the CALIFORNIA LABOR
11 SUB-CLASS PERIOD; and
- 12 i. Class treatment provides manageable judicial treatment calculated to bring an
13 efficient and rapid conclusion to all litigation of all wage and hour related claims
14 arising out of the conduct of DEFENDANT as to the members of the
15 CALIFORNIA LABOR SUB-CLASS.

16
17 **FIRST CAUSE OF ACTION**

18 **UNLAWFUL BUSINESS PRACTICES**

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

20 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

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

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

26 38. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
27 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203
28

1 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
2 competition as follows:

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

7 39. By the conduct alleged herein, DEFENDANT has engaged and continues to
8 engage in a business practice which violates California law, including but not limited to, the
9 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
10 including Sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 1198,
11 for which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. &
12 Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute
13 unfair competition, including restitution of wages wrongfully withheld.

14 40. By the conduct alleged herein, DEFENDANT's practices were unlawful and
15 unfair in that these practices violated public policy, were immoral, unethical, oppressive
16 unscrupulous or substantially injurious to employees, and were without valid justification or
17 utility for which this Court should issue equitable and injunctive relief pursuant to Section
18 17203 of the California Business & Professions Code, including restitution of wages wrongfully
19 withheld.

20 41. By the conduct alleged herein, DEFENDANT's practices were deceptive and
21 fraudulent in that DEFENDANT's uniform policy and practice failed to provide the legally
22 mandated meal and rest periods and the required amount of compensation for missed meal and
23 rest periods and, due to a systematic business practice that cannot be justified, pursuant to the
24 applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in violation of Cal.
25 Bus. Code §§ 17200, *et seq.*, and for which this Court should issue injunctive and equitable
26 relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages wrongfully
27 withheld.

1 42. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
2 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the
3 other members of the CALIFORNIA CLASS to be underpaid during their employment with
4 DEFENDANT.

5 43. By the conduct alleged herein, DEFENDANT's practices were also unfair and
6 deceptive in that DEFENDANT's uniform policies, practices and procedures failed to provide
7 legally required meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS
8 members as required by Cal. Lab. Code §§ 226.7 and 512.

9 44. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
10 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty
11 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay
12 for each workday in which a second off-duty meal period was not timely provided for each ten
13 (10) hours of work.

14 45. PLAINTIFF further demands on behalf of themselves and on behalf of each
15 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period
16 was not timely provided as required by law.

17 46. By and through the unlawful and unfair business practices described herein,
18 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the
19 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
20 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
21 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT
22 to unfairly compete against competitors who comply with the law.

23 47. All the acts described herein as violations of, among other things, the Industrial
24 Welfare Commission Wage Orders, the California Code of Regulations, and the California
25 Labor Code, were unlawful and in violation of public policy, were immoral, unethical,
26 oppressive and unscrupulous, were deceptive, and thereby constitute unlawful, unfair and
27 deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*
28

1 48. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
2 and do, seek such relief as may be necessary to restore to them the money and property which
3 DEFENDANT has acquired, or of which PLAINTIFF and the other members of the
4 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and
5 unfair business practices, including earned but unpaid wages for all time worked.

6 49. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
7 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair
8 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
9 engaging in any unlawful and unfair business practices in the future.

10 50. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
11 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices
12 of DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As
13 a result of the unlawful and unfair business practices described herein, PLAINTIFF and the
14 other members of the CALIFORNIA CLASS have suffered and will continue to suffer
15 irreparable legal and economic harm unless DEFENDANT is restrained from continuing to
16 engage in these unlawful and unfair business practices.

17 **SECOND CAUSE OF ACTION**

18 **FAILURE TO PAY MINIMUM WAGES**

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

20 **(Alleged By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS against all
21 Defendants)**

22 51. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
23 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
24 paragraphs of this Complaint.

25 52. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
26 bring a claim for DEFENDANT'S willful and intentional violations of the California Labor
27 Code and the Industrial Welfare Commission requirements for DEFENDANT'S failure to
28 accurately calculate and pay minimum wages to PLAINTIFF and the CALIFORNIA CLASS
Members.

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

3 54. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
4 commission is the minimum wage to be paid to employees, and the payment of a lesser wage
5 than the minimum so fixed is unlawful.

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

8 56. DEFENDANT maintained a uniform wage practice of paying PLAINTIFF and
9 the other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct
10 amount of time they worked. As set forth herein, DEFENDANT'S uniform policy and practice
11 was to unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the
12 other members of the CALIFORNIA LABOR SUB-CLASS.

13 57. DEFENDANT'S uniform pattern of unlawful wage and hour practices
14 manifested, without limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a
15 whole, as a result of implementing a uniform policy and practice that denied accurate
16 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
17 CLASS in regards to minimum wage pay.

18 58. In committing these violations of the California Labor Code, DEFENDANT
19 inaccurately calculated the amount of time worked and consequently underpaid the actual time
20 worked by PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS.
21 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and other
22 benefits in violation of the California Labor Code, the Industrial Welfare Commission
23 requirements and other applicable laws and regulations.

24 59. As a direct result of DEFENDANT'S unlawful wage practices as alleged herein,
25 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did not
26 receive the correct minimum wage compensation for their time worked for DEFENDANT.
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1 60. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the
2 other members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked
3 than they were entitled to, constituting a failure to pay all earned wages.

4 61. By virtue of DEFENDANT'S unlawful failure to accurately pay all earned
5 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
6 CLASS for the true time they worked, PLAINTIFF and the other members of the
7 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
8 injury in amounts which are presently unknown to them and which will be ascertained
9 according to proof at trial.

10 62. DEFENDANT knew or should have known that PLAINTIFF and the other
11 members of the CALIFORNIA LABOR SUB-CLASS are under-compensated for their time
12 worked. DEFENDANT systematically elected, either through intentional malfeasance or gross
13 nonfeasance, to not pay employees for their labor as a matter of uniform corporate policy,
14 practice and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to
15 pay PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS the
16 correct minimum wages for their time worked.

17 63. In performing the acts and practices herein alleged in violation of California
18 labor laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-
19 CLASS for all time worked and provide them with the requisite compensation, DEFENDANT
20 acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and
21 the other members of the CALIFORNIA LABOR SUB-CLASS with a conscious and utter
22 disregard for their legal rights, or the consequences to them, and with the despicable intent of
23 depriving them of their property and legal rights, and otherwise causing them injury in order to
24 increase company profits at the expense of these employees.

25 64. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
26 therefore request recovery of all unpaid wages, according to proof, interest, statutory costs, as
27 well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided by
28 the California Labor Code and/or other applicable statutes. To the extent minimum wage

1 compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS Members
2 who have terminated their employment, DEFENDANT'S conduct also violates Labor Code §§
3 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties
4 under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these CALIFORNIA
5 LABOR SUB-CLASS Members. DEFENDANT'S conduct as alleged herein was willful,
6 intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA LABOR SUB-
7 CLASS Members are entitled to seek and recover statutory costs.

8 **THIRD CAUSE OF ACTION**

9 **FAILURE TO PAY OVERTIME COMPENSATION**

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

11 **(Alleged By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS against all Defendants)**

12 65. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
13 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
14 paragraphs of this Complaint.

15 66. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
16 CLASS bring a claim for DEFENDANT's willful and intentional violations of the California
17 Labor Code and the Industrial Welfare Commission requirements for DEFENDANT's failure to
18 pay these employees for all overtime worked, including, work performed in excess of eight (8)
19 hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any
20 workweek.

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

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

27 69. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
28 including minimum wage and overtime compensation and interest thereon, together with the

1 costs of suit. Cal. Lab. Code § 1198 further states that the employment of an employee for
2 longer hours than those fixed by the Industrial Welfare Commission is unlawful.

3 70. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
4 CALIFORNIA LABOR SUB-CLASS Members were required by DEFENDANT to work for
5 DEFENDANT and were not paid for all the time they worked, including overtime work.

6 71. DEFENDANT's uniform pattern of unlawful wage and hour practices
7 manifested, without limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a
8 whole, as a result of implementing a uniform policy and practice that failed to accurately record
9 overtime worked by PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members and
10 denied accurate compensation to PLAINTIFF and the other members of the CALIFORNIA
11 LABOR SUB-CLASS for overtime worked, including, the overtime work performed in excess
12 of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours
13 in any workweek.

14 72. In committing these violations of the California Labor Code, DEFENDANT
15 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
16 PLAINTIFF and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT acted in
17 an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the
18 California Labor Code, the Industrial Welfare Commission requirements and other applicable
19 laws and regulations.

20 73. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
21 the PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did not
22 receive full compensation for overtime worked.

23 74. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
24 from the overtime requirements of the law. None of these exemptions are applicable to the
25 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,
26 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS were not
27 subject to a valid collective bargaining agreement that would preclude the causes of action
28 contained herein this Complaint. Rather, PLAINTIFF brings this Action on behalf of himself

1 and the CALIFORNIA LABOR SUB-CLASS based on DEFENDANT's violations of non-
2 negotiable, non-waiveable rights provided by the State of California.

3 75. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the
4 other members of the CALIFORNIA LABOR SUB-CLASS have been paid less for overtime
5 worked that they are entitled to, constituting a failure to pay all earned wages.

6 76. DEFENDANT failed to accurately pay the PLAINTIFF and the other members
7 of the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they worked which
8 was in excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510,
9 1194 & 1198, even though PLAINTIFF and the other members of the CALIFORNIA LABOR
10 SUB-CLASS were required to work, and did in fact work, overtime as to which DEFENDANT
11 failed to accurately record and pay as evidenced by DEFENDANT's business records and
12 witnessed by employees.

13 77. By virtue of DEFENDANT'S unlawful failure to accurately pay all earned
14 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
15 CLASS for all overtime worked by these employees, PLAINTIFF and the other members of the
16 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
17 injury in amounts which are presently unknown to them and which will be ascertained
18 according to proof at trial.

19 78. DEFENDANTS knew or should have known that PLAINTIFF and the other
20 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for all overtime
21 worked. DEFENDANT systematically elected, either through intentional malfeasance or gross
22 nonfeasance, to not pay employees for their labor as a matter of uniform company policy,
23 practice and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to
24 pay PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS for
25 overtime worked.

26 79. In performing the acts and practices herein alleged in violation of California
27 labor laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-
28 CLASS for all overtime worked and provide them with the requisite overtime compensation,

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

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

18 **FOURTH CAUSE OF ACTION**

19 **FAILURE TO PROVIDE REQUIRED MEAL PERIODS**
20 **(Cal. Lab. Code §§ 226.7 & 512)**

21 **(Alleged by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and against all**
22 **Defendants)**

23 81. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
24 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
25 paragraphs of this Complaint.

26 82. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to provide all
27 the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA LABOR
28 SUB-CLASS Members as required by the applicable Wage Order and Labor Code. The nature

1 of the work performed by PLAINTIFF and CALIFORNIA LABOR SUB-CLASS MEMBERS
2 did not prevent these employees from being relieved of all of their duties for the legally required
3 off-duty meal periods. As a result of their rigorous work schedules, PLAINTIFF and other
4 CALIFORNIA LABOR SUB-CLASS Members were often not fully relieved of duty by
5 DEFENDANT for their meal periods. Additionally, DEFENDANT's failure to provide
6 PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members with legally required meal
7 breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT's business records.
8 Further, DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS Members
9 with a second off-duty meal period in some workdays in which these employees were required
10 by DEFENDANT to work ten (10) hours of work. As a result, PLAINTIFF and other members
11 of the CALIFORNIA LABOR SUB-CLASS forfeited meal breaks without additional
12 compensation and in accordance with DEFENDANT's strict corporate policy and practice.

13 83. DEFENDANT further violated California Labor Code §§ 226.7 and the
14 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR
15 SUB-CLASS Members who were not provided a meal period, in accordance with the applicable
16 Wage Order, one additional hour of compensation at each employee's regular rate of pay for
17 each workday that a meal period was not provided.

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

21
22 **FIFTH CAUSE OF ACTION**

23 **FAILURE TO PROVIDE REQUIRED REST PERIODS**
24 **(Cal. Lab. Code §§ 226.7 & 512)**

25 **(Alleged by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and against all**
26 **Defendants)**

27 85. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
28 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
paragraphs of this Complaint.

1 86. From time to time, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS
2 Members were required to work in excess of four (4) hours without being provided ten (10)
3 minute rest periods. Further, these employees were denied their first rest periods of at least ten
4 (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest
5 period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours,
6 and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten
7 (10) hours or more. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members
8 were also not provided with one hour wages in lieu thereof. As a result of their rigorous work
9 schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were
10 periodically denied their proper rest periods by DEFENDANT and DEFENDANT's managers.
11 In addition, because of DEFENDANT's pay plan for PLAINTIFF and CALIFORNIA LABOR
12 SUB-CLASS Members (being paid a flat rate only), DEFENDANT failed to compensate
13 PLAINTIFF and CALIFORNIA LABOR SUB- CLASS Members for their rest periods as
14 required by the applicable Wage Order and Labor Code. DEFENDANT did not have a policy or
15 practice which paid for off-duty rest periods to PLAINTIFF and the other CALIFORNIA
16 LABOR SUB-CLASS Members when they worked catered parties and were paid piece rate pay
17 only. As a result, DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA
18 LABOR SUB-CLASS Members with all the legally required paid rest periods is evidenced by
19 DEFENDANT's business records.

20 87. DEFENDANT further violated California Labor Code §§ 226.7 and the
21 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR
22 SUB-CLASS Members who were not provided a rest period, in accordance with the applicable
23 Wage Order, one additional hour of compensation at each employee's regular rate of pay for
24 each workday that rest period was not provided.

25 88. As a proximate result of the aforementioned violations, PLAINTIFF and
26 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according to
27 proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.
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1 91. When DEFENDANT did not accurately record PLAINTIFF's and other
2 CALIFORNIA CLASS Members' wages, and missed meal and rest breaks, and separately
3 compensated rest periods, DEFENDANT violated Cal. Lab. Code § 226 in that DEFENDANT
4 failed to provide an accurate wage statement in writing that properly and accurately itemizes all
5 wages, and missed meal and rest periods and reporting time wages owed to PLAINTIFF and the
6 other members of the CALIFORNIA LABOR SUB-CLASS and thereby also failed to set forth
7 the correct wages earned by the employees.

8 92. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code
9 § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA
10 LABOR SUB-CLASS. These damages include, but are not limited to, costs expended
11 calculating the correct wages for all missed meal and rest breaks and the amount of employment
12 taxes which were not properly paid to state and federal tax authorities. These damages are
13 difficult to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA
14 LABOR SUB-CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the
15 initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each
16 violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, in an amount according
17 to proof at the time of trial (but in no event more than four thousand dollars (\$4,000.00) for
18 PLAINTIFF and each respective member of the CALIFORNIA LABOR SUB-CLASS herein).

19 **SEVENTH CAUSE OF ACTION**
20 **FAILURE TO PAY WAGES WHEN DUE**
21 **(Cal. Lab. Code § 203)**

22 **(Alleged by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and against all**
23 **Defendants)**

24 93. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
25 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
26 paragraphs of this Complaint.

27 94. Cal. Lab. Code § 200 provides that:

28 As used in this article:

- (d) "Wages" includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, Commission basis, or other method of calculation.

1 (e) "Labor" includes labor, work, or service whether rendered or performed under
2 contract, subcontract, partnership, station plan, or other agreement if the to be
3 paid for is performed personally by the person demanding payment.

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

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

8 If an employee not having a written contract for a definite period quits his or her
9 employment, his or her wages shall become due and payable not later than 72 hours
10 thereafter, unless the employee has given 72 hours previous notice of his or her intention
11 to quit, in which case the employee is entitled to his or her wages at the time of quitting.
12 Notwithstanding any other provision of law, an employee who quits without providing a
13 72-hour notice shall be entitled to receive payment by mail if he or she so requests and
14 designates a mailing address. The date of the mailing shall constitute the date of
15 payment for purposes of the requirement to provide payment within 72 hours of the
16 notice of quitting.

17 97. There was no definite term in PLAINTIFF's or any CALIFORNIA LABOR
18 SUB-CLASS Members' employment contract.

19 98. Cal. Lab. Code § 203 provides:

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

25 99. The employment of PLAINTIFF and many CALIFORNIA LABOR SUB-
26 CLASS Members terminated and DEFENDANT has not tendered payment of wages to these
27 employees who were underpaid for minimum wage and/or overtime wage, and/or missed meal
28 and rest breaks, as required by law.

100. Therefore, as provided by Cal Lab. Code § 203, on behalf of themselves and the
members of the CALIFORNIA LABOR SUB-CLASS whose employment has, PLAINTIFF
demand up to thirty days of pay as penalty for not paying all wages due at time of termination
for all employees who terminated employment during the CALIFORNIA LABOR SUB-CLASS
PERIOD, and demand an accounting and payment of all wages due, plus interest and statutory
costs as allowed by law.

PRAYER FOR RELIEF

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

1. On behalf of the CALIFORNIA CLASS:

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

2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, and Seventh Causes of Action asserted by the CALIFORNIA LABOR SUB-CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- b. Compensatory damages, according to proof at trial, including compensatory damages for overtime compensation and separately owed rest periods, due to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS, during the applicable CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the statutory rate;
- c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order;
- d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per each member of the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay

1 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
2 an award of costs for violation of Cal. Lab. Code § 226

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

6 3. On all claims:

- 7 a. An award of interest, including prejudgment interest at the legal rate;
8 b. Such other and further relief as the Court deems just and equitable; and
9 c. An award of penalties, attorneys' fees and costs of suit, as allowable under the
10 law.

11 DATED: January 17, 2020

12 **ZAKAY LAW GROUP, APLC**

13
14 By: _____
15 Shani O. Zakay
16 Attorney for PLAINTIFF

17 **DEMAND FOR A JURY TRIAL**

18 PLAINTIFF demands a jury trial on issues triable to a jury.

19
20 DATED: January 17, 2020

21 **ZAKAY LAW GROUP, APLC**

22
23 By: _____
24 Shani O. Zakay
25 Attorney for PLAINTIFF
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