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FILED
 ALAMEDA COUNTY

JUN 29 2016

CLERK OF THE SUPERIOR COURT
 By [Signature] Deputy

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 13 on behalf of himself and others similarly situated

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 15 FOR THE COUNTY OF ALAMEDA

RG 16821545

16 STEVEN CARTER, on behalf of himself
 17 and others similarly situated,

Case No.

18 Plaintiff,

CLASS ACTION COMPLAINT FOR:

19 vs.

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime in Violation of Labor Code § 510;
3. Failure to Reimburse Necessary Business Expenditures in Violation of Labor Code § 2802;
4. Violation of Labor Code § 226(a);
5. Violation of Labor Code § 203;
6. Violation of Business & Professions Code § 17200 *et seq.*; and
7. Penalties Pursuant to Labor Code § 2699, *et seq.*

20 CONCENTRIX CORPORATION, d/b/a
 21 SYNEX-CONCENTRIX CORPORATION,
 22 a New York corporation; CONCENTRIX
 23 CORPORATION, a business entity of
 24 unknown form; and DOES 1 through 50,
 25 inclusive,

26 Defendants.

DEMAND FOR JURY TRIAL

BY FAX

1 Plaintiff STEVEN CARTER (hereinafter "Plaintiff") on behalf of himself and all others
2 similarly situated (collectively, "Employees"; individually, "Employee") complains of
3 Defendants, and each of them, as follows:

4 **INTRODUCTION**

5 1. Plaintiff brings this action on behalf of himself and all current and former
6 employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed by Defendants CONCENTRIX CORPORATION, d/b/a SYNnex-
8 CONCENTRIX CORPORATION, a New York corporation, and DOES 1 through 50 (all
9 defendants being collectively referred to herein as "Defendants"), as non-exempt employees.
10 Plaintiff alleges that Defendants, and each of them, violated various provisions of the California
11 Labor Code, relevant orders of the Industrial Welfare Commission (IWC), and California Business
12 & Professions Code, and seeks redress therefore.

13 2. Plaintiff is a resident of California and, during the time period relevant to this
14 Complaint, was employed by Defendants as a non-exempt hourly employee within the State of
15 California.

16 3. Venue as to Defendants is proper in this judicial district pursuant to California
17 Code of Civil Procedure § 395 et seq. Upon information and belief, the obligations and liabilities
18 giving rise to this lawsuit occurred in part in the County of Alameda..

19 4. The true names and capacities, whether individual, corporate, associate, or
20 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
21 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
22 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
23 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
24 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
25 this Complaint to reflect the true names and capacities of the Defendants designated herein as
26 Does 1 through 50 when their identities become known.

27 5. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
28 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried

1 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
2 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
3 all respects as the employers or joint employers of Employees. Defendants, and each of them,
4 exercised control over the wages, hours or working conditions of Employees, or suffered or
5 permitted Employees to work, or engaged, thereby creating a common law employment
6 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
7 employed Employees.

8 **FACTUAL BACKGROUND**

9 6. From at least four (4) years prior to the filing of this lawsuit and continuing to the
10 present, Defendants had a consistent policy or practice of failing to pay Employees for all hours
11 worked, and failing to pay minimum wages for all time worked as required by California Law.

12 7. From at least four (4) years prior to the filing of this lawsuit and continuing to the
13 present, Defendants had a consistent policy or practice of failing to pay Employees overtime
14 compensation at premium overtime rates for all hours worked in excess of eight (8) hours a day
15 and/or forty (40) hours a week, or failing to pay Employees double-time compensation for all
16 hours worked in excess of twelve (12) hours a day, or for the first eight (8) hours on the seventh
17 day of a workweek, in violation of Labor Code § 510 and the corresponding sections of IWC
18 Wage Orders.

19 8. From at least four (4) years prior to the filing of this lawsuit, and continuing to the
20 present, Defendants had a consistent policy of failing to reimburse Employees for necessary
21 business expenses incurred in the execution of their duties under Defendants' employ.

22 9. From at least four (4) years prior to the filing of this lawsuit, and continuing to the
23 present, Defendants have consistently failed to provide Employees with timely, accurate, and
24 itemized wage statements, in writing, as required by California wage-and-hour laws.

25 10. From at least four (4) years prior to filing this lawsuit and continuing to the present,
26 Defendants have had a consistent policy of failing to pay all wages due and owed to Employees at
27 the time of their termination of within seventy-two (72) hours of their resignation, as required by
28 California wage-and-hour laws.

11. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor Code §§ 201, 202, 203, 204, 221, 226, 226.7, 510, 512, 515, 558, 1194, 1199, 2802, and 2699 et seq.

12. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code.

13. Plaintiff also wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of a group of aggrieved employees pursuant to Labor Code § 2699, *et seq.* Plaintiff sent a certified letter to the LWDA and Defendants, which was postmarked on or around March 11, 2016. The LWDA has not provided notice of its intent to investigate the alleged violations within 33 calendar days of the postmark date of the letter

CLASS ALLEGATIONS

14. Plaintiff brings this class action on behalf of himself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows: individuals employed by Defendants, as non-exempt employees, at any time within four (4) years of the filing of this lawsuit, within the State of California.

15. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify the class description with greater particularity or further division into subclasses or limitation to particular issues.

16. This action has been brought and may properly be maintained as a class action under the provisions of Code of Civil Procedure § 382 because there is a well-defined community of interest in litigation and proposed class is easily ascertainable.

A. Numerosity

17. The potential members of the class as defined are so numerous that joinder of all the member of the class is impracticable. While the precise number of class member has not been determined at this time, Plaintiff is informed and believes that Defendants employ or, during the time period relevant to this lawsuit, employed more than 40 individuals were employed by Defendants within the State of California.

1 18. Accounting for employee turnover during the relevant time period increases this
2 number substantially. Plaintiff alleges that Defendants' employment records will provide
3 information as to the number and location of all class members.

4 **B. Commonality**

5 19. There are questions of law and fact common to the class that predominate over any
6 questions affecting only individual class members. These common questions of law and fact
7 include:

- 8 a. Whether Defendants failed to pay Employees minimum wages;
9 b. Whether Defendants failed to pay Employees wages and overtime in violation
10 Labor Code § 510
11 c. Whether Defendants failed to reimburse Employees for necessary business
12 expenditures incurred in the execution of their duties under Defendants' employ in
13 violation of Labor Code § 2802;
14 d. Whether Defendants violated Labor Code § 226(a) by failing to issue accurate
15 itemized wage statements to Employees;
16 e. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
17 wages and compensation due and owing at the time of termination of employment;
18 f. Whether Defendants violated Business and Professions Code § 17200 et seq.;
19 g. Whether Employees are entitled to equitable relief pursuant to Business and
20 Professions Code § 17200 et seq.; and
21 h. Whether Defendants are liable for penalties pursuant to Labor Code § 2699, et seq.

22 **C. Typicality**

23 20. The claims of the named plaintiff are typical of those of the other Employees.
24 Employees all sustained injuries and damages arising out of and caused by Defendant's common
25 course of conducts in violation of statutes, as well as regulations that have the force and effect of
26 law, as alleged herein.

27 **D. Adequacy of Representation**

28 21. Plaintiff will fairly and adequately represent and protect the interest of Employees.

1 Counsel who represents Employees are experienced and competent in litigating employment class
2 actions.

3 **E. Superiority of Class Action**

4 22. A class action is superior to other available means for the fair and efficient
5 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
6 questions of law and fact common to all Employees predominate over any questions affecting only
7 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
8 Defendants' illegal policies or practices of failing to compensate Employees properly.

9 23. Class action treatment will allow those persons similarly situated to litigate their
10 claims in the manner that is most efficient and economical for the parties and the judicial system.
11 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

12 **FIRST CAUSE OF ACTION**

13 **FAILURE TO PAY MINIMUM WAGES**

14 **(Against All Defendants)**

15 24. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
16 full herein.

17 25. Defendants failed to pay Employees minimum wages for all hours worked.
18 Employees were consistently required to perform pre-shift and post-shift duties, off-the-clock,
19 for which they were never compensated. Specifically, Employees were required to boot up their
20 computer systems and log in prior to being on the clock and conversely to clock out then log off
21 and power down their computer systems. This boot up and log off/power down time was all off
22 the clock but this work was performed as part of Employees' regular and customary duties. In
23 fact it was required prior to engaging in their support/service duties and subsequent thereto on a
24 daily basis.

25 26. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
26 states:

27 The minimum wage for employees fixed by the commission is the
28 minimum wage to be paid to employees, and the payment of a less
wage than the minimum so fixed is unlawful.

1 27. The applicable minimum wages fixed by the commission for work during the
2 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
3 therefore entitled to double the minimum wage during the relevant period.

4 28. The minimum wage provisions of California Labor Code are enforceable by private
5 civil action pursuant to California Labor Code § 1194(a) which states:

6 Notwithstanding any agreement to work for a lesser wage, any
7 employee receiving less than the legal minimum wage or the legal
8 overtime compensation applicable to the employee is entitled to
9 recover in a civil action the unpaid balance of the full amount of
this minimum wage or overtime compensation, including interest
thereon, reasonable attorney's fees and costs of suit.

10 29. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
11 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

12 30. California Labor Code § 1194.2 also provides for the following remedies:

13 In any action under Section 1194 . . . to recover wages because of
14 the payment of a wage less than the minimum wages fixed by an
15 order of the commission, an employee shall be entitled to recover
liquidated damages in an amount equal to the wages unlawfully
unpaid and interest thereon.

16 31. Defendants have the ability to pay minimum wages for all time worked and have
17 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
18 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

19 32. Wherefore, Employees are entitled to recover the unpaid minimum wages
20 (including double minimum wages), liquidated damages in an amount equal to the minimum
21 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant
22 to California Labor Code § 1194(a).

23 **SECOND CAUSE OF ACTION**

24 **FAILURE TO PAY WAGES AND OVERTIME IN VIOLATION OF LABOR CODE § 510**

25 **(Against All Defendants)**

26 33. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
27 full herein.
28

1 34. By their conduct, as set forth herein, Defendants violated California Labor Code §
2 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
3 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
4 workday or in excess of forty (40) hours in any workweek,

5 35. Defendants had a consistent policy of not paying Employees wages for all hours
6 worked. As discussed above, Defendants consistently required Employees to work pre-shift and
7 post-shift hours while booting up their computer system prior to clocking in. These additional
8 uncompensated hours caused employees to work in excess of eight (8) hours on a given day
9 and/or forty (40) hours in a given week, entitling Employees to overtime wages which they were
10 never paid.

11 36. Based on information and belief, Defendants did not make available to Employees
12 a reasonable protocol for correcting time records when Employees worked overtime hours.

13 37. Defendants' failure to pay compensation in a timely fashion also constituted a
14 violation of California Labor Code § 204, which requires that all wages shall be paid
15 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
16 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
17 and overtime compensation earned by Employees. Each such failure to make a timely payment of
18 compensation to Employees constitutes a separate violation of California Labor Code § 204.

19 38. Employees have been damaged by these violations of California Labor Code §§
20 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

21 39. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
22 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
23 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
24 reasonable attorneys' fees and costs.

25 **THIRD CAUSE OF ACTION**

26 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**

27 **IN VIOLATION OF LABOR CODE § 2802**

28 **(Against All Defendants)**

1 40. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
2 full herein.

3 41. Under Labor Code § 2802(a) an employer must indemnify its employees for all
4 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
5 of his or her duties, or of his or her obedience to the directions of the employer. Employees
6 incurred necessary expenditures in the performance of their job duties for Defendants.
7 Specifically, Employees were required to purchase a telephone line and internet access, a
8 telephone, an amplifier, and headsets in order to execute their duties under Defendants' employ for
9 which Employees were never reimbursed.

10 42. Defendants had a common policy of consistently failing to reimburse Employees for
11 these necessarily incurred business expenses.

12 43. As a result of the unlawful acts of Defendants, Employees have been deprived of
13 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
14 plus interest and penalties thereon, attorneys' fees, and costs.

15 **FOURTH CAUSE OF ACTION**

16 **VIOLATION OF LABOR CODE § 226(a)**

17 **(Against All Defendants)**

18 44. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
19 full herein.

20 45. California Labor Code § 226(a) requires an employer to furnish each of his or her
21 employees with an accurate, itemized statement in writing showing: (1) gross and net earnings; (2)
22 total hours worked; (3) all deductions; (4) net wages earned; (5) inclusive dates of the period for
23 which an employee is paid; (6) the last four digits of the employee's social security number or an
24 employee identification number; and (7) all applicable hourly rates in effect during the pay period
25 and the corresponding number of hours worked at each hourly rate by the employee. These
26 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
27 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
28 statements may be given to the employee separately from the payment of wages; in either case the

1 employer must give the employee these statements twice a month or each time wages are paid.

2 46. Defendants failed to provide Employees with accurate itemized wage statements in
3 writing, as required by the Labor Code. The wage statements issued to Employees failed to
4 account for unpaid wages and overtime, as well as the unreimbursed expenses incurred by
5 employees in executing their duties under Defendants' employ, all of which which Defendants
6 knew or reasonably should have known were owed to Employees, as alleged hereinabove.

7 47. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
8 Employees suffered injuries, including among other things confusion over whether they received
9 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
10 forcing them to make mathematical computations to analyze whether the wages paid in fact
11 compensated them correctly for all hours worked.

12 48. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
13 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
14 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
15 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
16 award of costs and reasonable attorneys' fees.

17 **FIFTH CAUSE OF ACTION**

18 **VIOLATION OF LABOR CODE § 203**

19 **(Against All Defendants)**

20 49. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
21 full herein.

22 50. Numerous Employees are no longer employed by Defendants; they either quit
23 Defendants' employ or were fired therefrom.

24 51. Defendants failed to pay these Employees all wages due and certain at the time of
25 termination or within seventy-two (72) hours of resignation.

26 52. The wages withheld from these Employees by Defendants remained due and owing
27 for more than thirty (30) days from the date of separation of employment.

28 53. Defendants' failure to pay wages, as alleged above, was willful in that Defendants

1 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
2 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
3 to thirty (30) days from the date they were due.

4 **SIXTH CAUSE OF ACTION**

5 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.**

6 **(Against All Defendants)**

7 54. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
8 full herein.

9 55. Plaintiff, on behalf of himself, Employees, and the general public, brings this claim
10 pursuant to Business & Professions Code § 17200 et seq. The conduct of Defendants as alleged in
11 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
12 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
13 meaning of Code of Civil Procedure
14 § 1021.5.

15 56. Plaintiff is a "person" within the meaning of Business & Professions Code
16 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
17 relief, restitution, and other appropriate equitable relief.

18 57. Business & Professions Code § 17200 et seq. prohibits unlawful and unfair
19 business practices.

20 58. Wage-and-hour laws express fundamental public policies. Paying employees their
21 wages and overtime, providing them with meal periods, etc., are fundamental public policies of
22 California. Labor Code § 90.5(a) articulates the public policies of this State vigorously to enforce
23 minimum labor standards, to ensure that employees are not required or permitted to work under
24 substandard and unlawful conditions, and to protect law-abiding employers and their employees
25 from competitors who lower costs to themselves by failing to comply with minimum labor
26 standards.

27 59. Defendants have violated statutes and public policies. Through the conduct alleged
28 in this Complaint Defendants have acted contrary to these public policies, have violated specific

1 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
2 violation of Business & Professions Code § 17200 et seq.; which conduct has deprived Plaintiff,
3 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
4 guaranteed to all employees under the law.

5 60. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
6 violation of the Business & Professions Code § 17200 et seq.

7 61. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
8 overtime, failing to provide meal periods, etc., either knew or in the exercise of reasonable care
9 should have known that their conduct was unlawful; therefore their conduct violates the Business
10 & Professions Code § 17200 et seq.

11 62. As a proximate result of the above-mentioned acts of Defendants, Employees have
12 been damaged, in a sum to be proven at trial.

13 63. Unless restrained by this Court Defendants will continue to engage in such
14 unlawful conduct as alleged above. Pursuant to the Business & Professions Code this Court should
15 make such orders or judgments, including the appointment of a receiver, as may be necessary to
16 prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice
17 prohibited by the Business & Professions Code, including but not limited to the disgorgement of
18 such profits as may be necessary to restore Employees to the money Defendants have unlawfully
19 failed to pay.

20 **SEVENTH CAUSE OF ACTION**

21 **PENALTIES PURSUANT TO LABOR CODE § 2699**

22 **(Against All Defendants)**

23 64. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
24 full herein.

25 65. Plaintiff and Employees are aggrieved employees as defined under Labor Code §
26 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
27 alleged violators, Defendants.

28 66. Employees seek wages and penalties under Labor Code §§ 2698 and 2699 for

1 Defendants' violation of all Labor Code provisions included under Labor Code § 2699.5 and
2 includes the penalty provisions, without limitation, based on the following California Labor Code
3 sections: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1,
4 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of
5 Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections
6 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of
7 Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision
8 (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602,
9 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025,
10 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194,
11 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290,
12 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309,
13 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections
14 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26,
15 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of, and
16 subdivision (e) of, Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10,
17 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section
18 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and
19 Sections 3095, 6310, 6311, and 6399.7. The penalties shall be allocated as follows: 75% to the
20 Labor and Workforce Development Agency (LWDA) and 25% to the affected employee.

21 67. Plaintiff and Employees also seek any and all penalties and remedies set forth in
22 Labor Code § 558, which states:

23 (a) Any employer or other person acting on behalf of an employer
24 who violates, or causes to be violated, a section of this chapter or any
25 provision regulating hours and days of work in any order of the Industrial
26 Welfare Commission shall be subject to a civil penalty as follows: (1) For
27 any initial violation, fifty dollars (\$50) for each underpaid employee for
28 each pay period for which the employee was underpaid in addition to an
amount sufficient to recover underpaid wages. (2) For each subsequent
violation, one hundred dollars (\$100) for each underpaid employee for
each pay period for which the employee was underpaid in addition to an

1 amount sufficient to recover underpaid wages. (3) Wages recovered
2 pursuant to this section shall be paid to the affected employee.

3 (b) If upon inspection or investigation the Labor Commissioner
4 determines that a person had paid or caused to be paid a wage for
5 overtime work in violation of any provision of this chapter, or any
6 provision regulating hours and days of work in any order of the Industrial
7 Welfare Commission, the Labor Commissioner may issue a citation. The
8 procedures for issuing, contesting, and enforcing judgments for citations
9 or civil penalties issued by the Labor Commissioner for a violation of this
10 chapter shall be the same as those set out in Section 1197.1.

11 (c) The civil penalties provided for in this section are in addition to
12 any other civil or criminal penalty provided by law.

13 68. The penalties shall be allocated as follows: 75% to the Labor and Workforce
14 Development Agency (LWDA) and 25% to the affected employee.

15 69. Plaintiff has exhausted his administrative remedy by sending a certified letter to the
16 LWDA and Defendants postmarked on March 11, 2016. The LWDA has not provided notice of its
17 intent to investigate the alleged violations within 33 calendar days of the postmark date of the
18 letter.

19 **RELIEF REQUESTED**

20 WHEREFORE, Plaintiff prays for the following relief:

- 21 1. For an order certifying this action as a class action;
- 22 2. For compensatory damages in the amount of the unpaid minimum wage for work
23 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
24 the filing of this action, as may be proven;
- 25 3. For liquidated damages in the amount equal to the unpaid minimum wage and
26 interest thereon, from at least four (4) years prior to the filing of this action, as may be proven;
- 27 4. For compensatory damages in the amount of all unpaid wages, including overtime,
28 as may be proven;
5. For compensatory damages in the amount of all previously unreimbursed business
expenditures necessarily incurred by Employees in the discharge of their job duties under
Defendants' employ, as may be proven;

- 1 6. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 2 7. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
- 3 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 4 8. For restitution for unfair competition pursuant to Business & Professions Code
- 5 § 17200 et seq., including disgorgement or profits, as may be proven;
- 6 9. For penalties pursuant to Labor Code § 2699, et seq.
- 7 10. For penalties and wages pursuant to Labor Code § 558;
- 8 11. For an order enjoining Defendants and their agents, servants, and employees, and
- 9 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
- 10 duties adumbrated in this Complaint;
- 11 12. For all general, special, and incidental damages as may be proven;
- 12 13. For punitive damages, subject to proof;
- 13 14. For an award of pre-judgment and post-judgment interest
- 14 15. For an award providing for the payment of the costs of this suit;
- 15 16. For an award of attorneys' fees; and
- 16 17. For such other and further relief as this Court may deem proper and just.

17

18 DATED: June 29, 2016

DAVID YEREMIAN & ASSOCIATES, INC.

19

20 By 

21 David Yeremian
22 Attorneys for Plaintiff
23 STEVEN CARTER
24 and the putative class
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DATED: June 29, 2016

By  _____
David Yeremian
Attorneys for Plaintiff
STEVEN CARTER
and the putative class