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Attorneys for Plaintiff

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

DAVID ETTEDGUI, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

WB STUDIO ENTERPRISES INC., a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 20BBCV00719**REPRESENTATIVE ACTION COMPLAINT
FOR:**

1. Civil Penalties Pursuant to Labor Code
§ 2699, *et seq.* for violations of Labor
Code §§ 201, 202, 203, 204, 210, 226(a),
226.7, 510, 512, 558(a)(1)(2), 1194, 1197,
1197.1, 1198, 2802, and the applicable
Wage Order(s).

1 Plaintiff David Ettedgui (“PLAINTIFF”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the Labor
3 Code Private Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on
4 information and belief, except for his own acts and knowledge which are based on personal
5 knowledge, the following:

6 7 INTRODUCTION

8 1. PLAINTIFF brings this action against Defendant WB STUDIO ENTERPRISES
9 INC. (referred to as “DEFENDANT”) seeking only to recover PAGA civil penalties for himself,
10 and on behalf of all current and former aggrieved employees that worked for DEFENDANT.
11 PLAINTIFF does **not seek to recover anything other than penalties as permitted by**
12 **California Labor Code § 2699**. To the extent that statutory violations are mentioned for wage
13 violations, PLAINTIFF does not seek underlying general and/or special damages for those
14 violations, but simply the civil penalties permitted by California Labor Code § 2699.

15 2. California has enacted the PAGA to permit an individual to bring an action on
16 behalf of himself and on behalf of others for PAGA penalties *only*, which is the precise and sole
17 nature of this action.

18 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
19 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
20 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
21 complaint should be construed as attempting to obtain any relief that would not be available in
22 a PAGA-only action.

23 24 THE PARTIES

25 4. Defendant WB Studio Enterprises Inc. (“DEFENDANT”) is a Corporation that
26 at all relevant times mentioned herein conducted and continues to conduct substantial business
27 in the state of California.

28 5. DEFENDANT operates as an entertainment company. The Company engages in

1 the creation, production, distribution, licensing and marketing of all forms of entertainment and
2 their related businesses.

3 6. PLAINTIFF was employed by DEFENDANT in California from December 4,
4 2019 to January 4, 2020 as a Tour Guide/Floater and was at all times classified by
5 DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled to the legally
6 required meal and rest periods and payment of minimum and overtime wages due for all time
7 worked.

8 7. PLAINTIFF, and such persons that may be added from time to time who satisfy
9 the requirements and exhaust the administrative procedures under the Private Attorney General
10 Act, brings this Representative Action on behalf of the State of California with respect to
11 himself and all individuals who are or previously were employed by DEFENDANT in
12 California and who were classified as non exempt employees ("AGGRIEVED EMPLOYEES")
13 during the time period of February 17, 2019 until a date as determined by the Court (the "PAGA
14 PERIOD").

15 8. PLAINTIFF, on behalf of himself and all AGGRIEVED EMPLOYEES presently
16 or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
17 action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for DEFENDANT's
18 violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512,
19 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, and the applicable Wage Order(s). Based upon
20 the foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees
21 within the meaning of Labor Code § 2699, *et seq.*

22 9. The true names and capacities, whether individual, corporate, subsidiary,
23 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
24 unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant
25 to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege
26 the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.
27 PLAINTIFF is informed and believes, and based upon that information and belief alleges, that
28 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are

1 responsible in some manner for one or more of the events and happenings that proximately
2 caused the injuries and damages hereinafter alleged.

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

11 THE CONDUCT

12
13 11. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
14 required to pay PLAINTIFF and AGGRIEVED EMPLOYEES for all their time worked,
15 meaning the time during which an employee is subject to the control of an employer, including
16 all the time the employee is suffered or permitted to work. DEFENDANT required PLAINTIFF
17 and AGGRIEVED EMPLOYEES to work without paying them for all the time they were under
18 DEFENDANT's control. Specifically, DEFENDANT required PLAINTIFF to work while
19 clocked out during what was supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF
20 was from time to time interrupted by work assignments while clocked out for what should have
21 been PLAINTIFF's off-duty meal break. As a result, PLAINTIFF and other AGGRIEVED
22 EMPLOYEES forfeit minimum wage, overtime wage compensation, and meal break wages, by
23 working without their time being correctly recorded and without compensation at the applicable
24 rates. DEFENDANT's policy and practice not to pay PLAINTIFF and other AGGRIEVED
25 EMPLOYEES for all time worked, is evidenced by DEFENDANT's business records.

26 12. As a result of their rigorous work schedules, PLAINTIFF and other AGGRIEVED
27 EMPLOYEES were from time to time unable to take thirty (30) minute off duty meal breaks
28 and were not fully relieved of duty for their meal periods. PLAINTIFF and other AGGRIEVED

1 EMPLOYEES were required from time to time to perform work as ordered by DEFENDANT
2 for more than five (5) hours during some shifts without receiving a meal break. Further,
3 DEFENDANT from time to time failed to provide PLAINTIFF and AGGRIEVED
4 EMPLOYEES with a second off-duty meal period for some workdays in which these employees
5 were required by DEFENDANT to work ten (10) hours of work. PLAINTIFF and other
6 AGGRIEVED EMPLOYEES therefore forfeited meal breaks without additional compensation
7 and in accordance with DEFENDANT's corporate policy and practice. Additionally,
8 DEFENDANT required PLAINTIFF and other AGGRIEVED EMPLOYEES to have their
9 radio/walkie talkies on their person and ready to respond to any calls during what should have
10 been their off duty meal periods. The restrictions imposed during PLAINTIFF's and
11 AGGRIEVED EMPLOYEES' meal breaks transformed these unpaid off duty meal periods into
12 working time for which PLAINTIFF and other AGGRIEVED EMPLOYEES should have been
13 paid.

14 13. During the PAGA PERIOD, PLAINTIFF and other AGGRIEVED EMPLOYEES
15 were also required from time to time to work in excess of four (4) hours without being provided
16 ten (10) minute rest periods. Further, these employees were denied their first rest periods of at
17 least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to
18 time, a first and second rest period of at least ten (10) minutes for some shifts worked of
19 between six (6) and eight (8) hours from time to time, and a first, second and third rest period
20 of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time.
21 PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with one hour
22 wages in lieu thereof. Additionally, the applicable California Wage Order requires employers
23 to provide employees with off-duty rest periods, which the California Supreme Court defined
24 as time during which an employee is relieved from all work related duties and free from
25 employer control. In so doing, the Court held that the requirement under California law that
26 employers authorize and permit all employees to take rest period means that employers must
27 relieve employees of all duties and relinquish control over how employees spend their time
28 which includes control over the locations where employees may take their rest period.

1 Employers cannot impose controls that prohibit an employee from taking a brief walk - five
2 minutes out, five minutes back. Here, DEFENDANT's uniform policy restricted PLAINTIFF
3 and other AGGRIEVED EMPLOYEES from unconstrained walks and was unlawful based on
4 Defendant's rule which stated PLAINTIFF and other AGGRIEVED EMPLOYEES could not
5 leave the work premises during their rest period.

6 14. During the PAGA PERIOD, DEFENDANT failed to accurately record and pay
7 PLAINTIFF and other AGGRIEVED EMPLOYEES for the actual amount of time these
8 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
9 DEFENDANT is required to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all
10 time worked, meaning the time during which an employee was subject to the control of an
11 employer, including all the time the employee was permitted or suffered to permit this work.
12 DEFENDANT required these employees to work off the clock without paying them for all the
13 time they were under DEFENDANT's control. As such, DEFENDANT knew or should have
14 known that PLAINTIFF and the other AGGRIEVED EMPLOYEES were under compensated
15 for all time worked. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited
16 time worked by working without their time being accurately recorded and without compensation
17 at the applicable minimum wage and overtime wage rates. To the extent that the time worked
18 off the clock did not qualify for overtime premium payment, DEFENDANT failed to pay
19 minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194,
20 1197, and 1197.1.

21 15. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
22 PLAINTIFF and the other AGGRIEVED EMPLOYEES for required business expenses
23 incurred by PLAINTIFF and other AGGRIEVED EMPLOYEES in direct consequence of
24 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
25 2802, employers are required to indemnify employees for all expenses incurred in the course
26 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall
27 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
28 in direct consequence of the discharge of his or her duties, or of his or her obedience to the

1 directions of the employer, even though unlawful, unless the employee, at the time of obeying
2 the directions, believed them to be unlawful."

3 16. In the course of their employment PLAINTIFF and other AGGRIEVED
4 EMPLOYEES as a business expense, were required by DEFENDANT to use their own personal
5 cellular phones as a result of and in furtherance of their job duties as employees for
6 DEFENDANT but were not reimbursed or indemnified by DEFENDANT for the cost
7 associated with the use of their personal cellular phones for DEFENDANT's benefit.
8 Specifically, PLAINTIFF and other AGGRIEVED EMPLOYEES were required by
9 DEFENDANT to use their personal cellular phones to for work related issues, including but not
10 limited to, using their phones to download an application requested by DEFENDANT to use
11 for scheduling purposes. As a result, in the course of their employment with DEFENDANT,
12 PLAINTIFF and other AGGRIEVED EMPLOYEES incurred unreimbursed business expenses
13 which included, but were not limited to, costs related to the use of their personal cellular phones
14 all on behalf of and for the benefit of DEFENDANT.

15 17. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
16 other AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed
17 to show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
18 provides that every employer shall furnish each of his or her employees with an accurate
19 itemized wage statement in writing showing, among other things, gross wages earned and all
20 applicable hourly rates in effect during the pay period and the corresponding amount of time
21 worked at each hourly rate. Aside, from the violations listed above in this paragraph,
22 DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists all the
23 requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT from time to
24 time provided PLAINTIFF and the other AGGRIEVED EMPLOYEES with wage statements
25 which violated Cal. Lab. Code § 226.

26 18. In violation of the applicable sections of the California Labor Code and the
27 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT
28 intentionally and knowingly failed to compensate PLAINTIFF and the other AGGRIEVED

1 EMPLOYEES for missed meal and rest periods. This policy and practice of DEFENDANT is
2 intended to purposefully avoid the payment for all time worked as required by California law
3 which allows DEFENDANT to illegally profit and gain an unfair advantage over competitors
4 who complied with the law. To the extent equitable tolling operates to toll claims by the
5 AGGRIEVED EMPLOYEES against DEFENDANT, the PAGA PERIOD should be adjusted
6 accordingly.

7 19. By reason of this conduct applicable to PLAINTIFF and all AGGRIEVED
8 EMPLOYEES, DEFENDANT engaged in a company-wide policy and procedure which failed
9 to accurately calculate and record all missed meal and rest periods by PLAINTIFF and other
10 AGGRIEVED EMPLOYEES. The proper recording of these employees' missed meal and rest
11 breaks is the DEFENDANT's burden. As a result of DEFENDANT's intentional disregard of
12 the obligation to meet this burden, DEFENDANT failed to properly calculate and/or pay all
13 required compensation for work performed by the AGGRIEVED EMPLOYEES and violated
14 the California Labor Code and regulations promulgated thereunder as herein alleged.

15 20. All of the conduct and violations alleged herein occurred during the PAGA
16 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
17 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that
18 affected other AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.* 2018
19 AJDAR 12157 (Certified for Publication 12/19/18).

20 **JURISDICTION AND VENUE**

21 21. This Court has jurisdiction over this Action pursuant to California Code of Civil
22 Procedure, Section 410.10.

23 22. Venue is proper in this Court pursuant to California Code of Civil Procedure,
24 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT, resides
25 in this County, and DEFENDANT (i) currently maintains and at all relevant times maintained
26 offices and facilities in this County and/or conducts substantial business in this County, and (ii)
27 committed the wrongful conduct herein alleged in this County against PLAINTIFF and the
28

1 AGGRIEVED EMPLOYEES.

2 **FIRST CAUSE OF ACTION**

3 **For Violation of the Private Attorneys General Act**

4 **[Cal. Lab. Code §§ 2698, *et seq.*]**

5 **(By PLAINTIFF and Against All Defendants)**

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

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

18 25. PLAINTIFF, and such persons that may be added from time to time who satisfy
19 the requirements and exhaust the administrative procedures under the Private Attorney General
20 Act, brings this Representative Action on behalf of the State of California with respect to
21 himself and all individuals who are or previously were employed by DEFENDANT in
22 California and who were classified as non exempt employees ("AGGRIEVED EMPLOYEES")
23 during the time period of February 17, 2019 until a date as determined by the Court (the "PAGA
24 PERIOD").

25 26. On February 17, 2020, PLAINTIFF gave written notice by electronic mail to the
26 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
27 employer of the specific provisions of this code alleged to have been violated as required by
28 Labor Code § 2699.3. See **Exhibit #1**, attached hereto and incorporated by this reference

1 herein. The statutory waiting period for PLAINTIFF to add these allegations to the Complaint
2 has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now commence a
3 representative civil action under PAGA pursuant to Section 2699 as the proxy of the State of
4 California with respect to all AGGRIEVED EMPLOYEES as herein defined.

5 27. The policies, acts and practices heretofore described were and are an unlawful
6 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the other
7 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record
8 and provide legally required meal and rest periods, (c) failed to pay minimum wages, (d) failed
9 to pay overtime wages, (e) failed to pay wages when due, and (f) failed to reimburse employees
10 for required expenses, all in violation of the applicable Labor Code sections listed in Labor
11 Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1,
12 1198, 2802, and the applicable Wage Order(s), and thereby gives rise to civil penalties as a
13 result of such conduct.¹ PLAINTIFF hereby seeks recovery of only civil penalties as prescribed
14 by the Labor Code Private Attorney General Act of 2004 as the representative of the State of
15 California for the illegal conduct perpetrated on PLAINTIFF and the other AGGRIEVED
16 EMPLOYEES.

17
18 **PRAYER FOR RELIEF**

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

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

23 A) Recovery of civil penalties as prescribed by the Labor Code Private
24 Attorneys General Act of 2004; and,

25 B) An award of attorneys' fees and cost of suit, as allowable under the
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27
28 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).

1 law, including, but not limited to, pursuant to Labor Code §2699.

2 Dated: October 19, 2020 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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By: /s/ Norman Blumenthal
Norman B. Blumenthal
Attorneys for Plaintiff

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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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**WRITERS EXT:
1004**

February 17, 2020
CA2066

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

WB Studio Enterprises Inc.
Certified Mail # 70192280000189178434
CT Corporation System
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Defendant WB Studio Enterprises Inc. in California and classified as non-exempt employees during the time period of February 17, 2019 until a date as determined by the Court. Our offices represent Plaintiff David Ettegui (“Plaintiff”), and other Aggrieved Employees in a lawsuit against Defendant WB Studio Enterprises Inc. (“Defendant”). Plaintiff was employed by Defendant in California from December 4, 2019 to January 4, 2020 as a non-exempt employee entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for all of their time worked, including minimum and overtime wages, and for all of their missed meal and rest breaks. Plaintiff further contends that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates 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.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The filing fee of \$75 is being mailed to the Department of Industrial Relations Accounting unit with an identification of the Plaintiff, the Defendant and the notice. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

2 Kyle R. Nordrehaug (State Bar #205975)

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3 2255 Calle Clara

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5 Website: www.bamlawca.com

6 Attorneys for Plaintiff

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **IN AND FOR THE COUNTY OF LOS ANGELES**

9
10 DAVID ETTEDGUI, an individual, on behalf of
11 himself and on behalf of all persons similarly
situated,

12
13 Plaintiff,

14 vs.

15 WB STUDIO ENTERPRISES INC., a
16 Corporation; and DOES 1 through 50, inclusive,

17 Defendants.
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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 REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
 7. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
 8. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203.
 9. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY LABOR CODE §§ 1102.5; and,
 10. RETALIATION IN VIOLATION OF PUBLIC POLICY § 1102.5.
- DEMAND FOR A JURY TRIAL**

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

4
5 **THE PARTIES**

6 1. Defendant WB Studio Enterprises Inc. (“DEFENDANT”) is a Corporation that
7 at all relevant times mentioned herein conducted and continues to conduct substantial business
8 in the state of California.

9 2. DEFENDANT operates as an entertainment company. The Company engages in
10 the creation, production, distribution, licensing and marketing of all forms of entertainment and
11 their related businesses.

12 3. PLAINTIFF was employed by DEFENDANT in California from December 4,
13 2019 to January 4, 2020 as a Tour Guide/Floater and was at all times classified by
14 DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled to the legally
15 required meal and rest periods and payment of minimum and overtime wages due for all time
16 worked.

17 4. PLAINTIFF brings this Class Action on behalf of himself and a California class,
18 defined as all individuals who are or previously were employed by DEFENDANT in California
19 and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the
20 period 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 CALIFORNIA CLASS Members is under five million dollars
23 (\$5,000,000.00).

24 5. PLAINTIFF brings this Class Action on behalf of himself and a CALIFORNIA
25 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
26 the CALIFORNIA CLASS PERIOD caused by DEFENDANT’s uniform policy and practice
27 which failed to lawfully compensate these employees. DEFENDANT’s uniform policy and
28 practice alleged herein was an unlawful, unfair and deceptive business practice whereby

1 DEFENDANT retained and continues to retain wages due PLAINTIFF and the other members
2 of the CALIFORNIA CLASS. PLAINTIFF and the other members of the CALIFORNIA
3 CLASS seek an injunction enjoining such conduct by DEFENDANT in the future, relief for the
4 named PLAINTIFF and the other members of the CALIFORNIA CLASS who have been
5 economically injured by DEFENDANT's past and current unlawful conduct, and all other
6 appropriate legal and equitable relief.

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

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

24 25 **THE CONDUCT**

26 8. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
27 required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,
28 meaning the time during which an employee is subject to the control of an employer, including

1 all the time the employee is suffered or permitted to work. DEFENDANT required PLAINTIFF
2 and CALIFORNIA CLASS Members to work without paying them for all the time they were
3 under DEFENDANT's control. Specifically, DEFENDANT required PLAINTIFF to work
4 while clocked out during what was supposed to be PLAINTIFF's off-duty meal break.
5 PLAINTIFF was from time to time interrupted by work assignments while clocked out for what
6 should have been PLAINTIFF's off-duty meal break. As a result, PLAINTIFF and other
7 CALIFORNIA CLASS Members forfeit minimum wage, overtime wage compensation, and
8 meal break wages, by working without their time being correctly recorded and without
9 compensation at the applicable rates. DEFENDANT's uniform policy and practice not to pay
10 PLAINTIFF and other CALIFORNIA CLASS Members for all time worked, is evidenced by
11 DEFENDANT's business records.

12 9. As a result of their rigorous work schedules, PLAINTIFF and other
13 CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute off
14 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and
15 other CALIFORNIA CLASS Members were required from time to time to perform work as
16 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving a
17 meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
18 CALIFORNIA CLASS Members with a second off-duty meal period for some workdays in
19 which these employees were required by DEFENDANT to work ten (10) hours of work.
20 PLAINTIFF and other members of the CALIFORNIA CLASS therefore forfeited meal breaks
21 without additional compensation and in accordance with DEFENDANT's strict corporate policy
22 and practice. Additionally, DEFENDANT required PLAINTIFF and other CALIFORNIA
23 CLASS Members to have their radio/walkie talkies on their person and ready to respond to any
24 calls during what should have been their off duty meal periods. The restrictions imposed during
25 PLAINTIFF's and CALIFORNIA CLASS Member's meal breaks transformed these unpaid off
26 duty meal periods into working time for which PLAINTIFF and other CALIFORNIA CLASS
27 Members should have been paid.

28 10. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other

1 CALIFORNIA CLASS Members were also required from time to time to work in excess of four
2 (4) hours without being provided ten (10) minute rest periods. Further, these employees were
3 denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two
4 (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
5 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
6 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours
7 or more from time to time. PLAINTIFF and other CALIFORNIA CLASS Members were also
8 not provided with one hour wages in lieu thereof. Additionally, the applicable California Wage
9 Order requires employers to provide employees with off-duty rest periods, which the California
10 Supreme Court defined as time during which an employee is relieved from all work related
11 duties and free from employer control. In so doing, the Court held that the requirement under
12 California law that employers authorize and permit all employees to take rest period means that
13 employers must relieve employees of all duties and relinquish control over how employees
14 spend their time which includes control over the locations where employees may take their rest
15 period. Employers cannot impose controls that prohibit an employee from taking a brief walk -
16 five minutes out, five minutes back. Here, DEFENDANT's uniform policy restricted
17 PLAINTIFF and other CALIFORNIA CLASS Members from unconstrained walks and was
18 unlawful based on Defendant's rule which stated PLAINTIFF and other CALIFORNIA CLASS
19 Members could not leave the work premises during their rest period.

20 11. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to accurately
21 record and pay PLAINTIFF and other CALIFORNIA CLASS Members for the actual amount
22 of time these employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
23 DEFENDANT is required to pay PLAINTIFF and other CALIFORNIA CLASS Members for
24 all time worked, meaning the time during which an employee was subject to the control of an
25 employer, including all the time the employee was permitted or suffered to permit this work.
26 DEFENDANT required these employees to work off the clock without paying them for all the
27 time they were under DEFENDANT's control. As such, DEFENDANT knew or should have
28 known that PLAINTIFF and the other members of the CALIFORNIA CLASS were under

1 compensated for all time worked. As a result, PLAINTIFF and other CALIFORNIA CLASS
2 Members forfeited time worked by working without their time being accurately recorded and
3 without compensation at the applicable minimum wage and overtime wage rates. To the extent
4 that the time worked off the clock did not qualify for overtime premium payment,
5 DEFENDANT failed to pay minimum wages for the time worked off-the-clock in violation of
6 Cal. Lab. Code §§ 1194, 1197, and 1197.1.

7 12. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
8 PLAINTIFF and the other CALIFORNIA CLASS Members for required business expenses
9 incurred by PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence of
10 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
11 2802, employers are required to indemnify employees for all expenses incurred in the course
12 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall
13 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
14 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
15 directions of the employer, even though unlawful, unless the employee, at the time of obeying
16 the directions, believed them to be unlawful."

17 13. In the course of their employment PLAINTIFF and other CALIFORNIA CLASS
18 Members as a business expense, were required by DEFENDANT to use their own personal
19 cellular phones as a result of and in furtherance of their job duties as employees for
20 DEFENDANT but were not reimbursed or indemnified by DEFENDANT for the cost
21 associated with the use of their personal cellular phones for DEFENDANT's benefit.
22 Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required by
23 DEFENDANT to use their personal cellular phones to for work related issues, including but not
24 limited to, using their phones to download an application requested by DEFENDANT to use for
25 scheduling purposes. As a result, in the course of their employment with DEFENDANT,
26 PLAINTIFF and other members of the CALIFORNIA CLASS incurred unreimbursed business
27 expenses which included, but were not limited to, costs related to the use of their personal
28 cellular phones all on behalf of and for the benefit of DEFENDANT.

1 14. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
2 other members of the CALIFORNIA CLASS with complete and accurate wage statements
3 which failed to show, among other things, the correct gross and net wages earned. Cal. Lab.
4 Code § 226 provides that every employer shall furnish each of his or her employees with an
5 accurate itemized wage statement in writing showing, among other things, gross wages earned
6 and all applicable hourly rates in effect during the pay period and the corresponding amount of
7 time worked at each hourly rate. Aside, from the violations listed above in this paragraph,
8 DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists all the
9 requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT from time to
10 time provided PLAINTIFF and the other members of the CALIFORNIA CLASS with wage
11 statements which violated Cal. Lab. Code § 226.

12 15. In violation of the applicable sections of the California Labor Code and the
13 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as
14 a matter of company policy, practice and procedure, intentionally, knowingly and systematically
15 failed to compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for
16 missed meal and rest periods. This uniform policy and practice of DEFENDANT is intended
17 to purposefully avoid the payment for all time worked as required by California law which
18 allows DEFENDANT to illegally profit and gain an unfair advantage over competitors who
19 complied with the law. To the extent equitable tolling operates to toll claims by the
20 CALIFORNIA CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be
21 adjusted accordingly.

22 16. By reason of this uniform conduct applicable to PLAINTIFF and all
23 CALIFORNIA CLASS Members, DEFENDANT committed acts of unfair competition in
24 violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*
25 (the "UCL"), by engaging in a company-wide policy and procedure which failed to accurately
26 calculate and record all missed meal and rest periods by PLAINTIFF and other CALIFORNIA
27 CLASS Members. The proper recording of these employees' missed meal and rest breaks is
28 the DEFENDANT's burden. As a result of DEFENDANT's intentional disregard of the

1 obligation to meet this burden, DEFENDANT failed to properly calculate and/or pay all
2 required compensation for work performed by the members of the CALIFORNIA CLASS and
3 violated the California Labor Code and regulations promulgated thereunder as herein alleged.

4 17. Specifically as to PLAINTIFF, DEFENDANT failed to provide all the legally
5 required off-duty meal and rest breaks to him as required by the applicable Wage Order and
6 Labor Code and failed to pay him all minimum and overtime wages due to him. DEFENDANT
7 did not have a policy or practice which provided timely off-duty meal and rest breaks to
8 PLAINTIFF and also failed to compensate PLAINTIFF for his missed meal and rest breaks.
9 The nature of the work performed by the PLAINTIFF did not prevent him from being relieved
10 of all of his duties for the legally required off-duty meal periods. As a result, DEFENDANT's
11 failure to provide PLAINTIFF with the legally required meal periods is evidenced by
12 DEFENDANT's business records. As a result of DEFENDANT not accurately recording all
13 missed meal and rest periods and/or minimum and overtime wages due, the wage statements
14 issued to PLAINTIFF by DEFENDANT violated California law, and in particular, Labor Code
15 Section 226(a). To date, DEFENDANT has yet to pay PLAINTIFF all of his wages due to him
16 and DEFENDANT has failed to pay any penalty wages owed to him under California Labor
17 Code Section 203. Additionally, PLAINTIFF began to alert the DEFENDANT of various
18 California Labor Code violations in December of 2019. In or around December of 2019, and
19 continuing through out the rest of PLAINTIFF's employment PLAINTIFF engaged in protected
20 activity by complaining to DEFENDANT of DEFENDANT's illegal employment practices.
21 PLAINTIFF raised complaints of illegality while he worked for DEFENDANT and was
22 believed to be willing to raise complaints, and DEFENDANT retaliated against him by taking
23 adverse employment actions, including employment termination, against him in January of
24 2020.

25 18. As a proximate result of DEFENDANT'S willful, knowing, and intentional
26 violation(s) of Labor Code section 1102.5, PLAINTIFF has suffered and continues to suffer
27 humiliation, emotional distress, and mental and physical pain and anguish, all to their damage
28 in a sum according to proof. The amount in controversy for PLAINTIFF individually does not

1 exceed the sum or value of \$75,000.

2
3 **JURISDICTION AND VENUE**

4 19. 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 PLAINTIFF and similarly situated employees
7 of DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

8 20. 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, resides
10 in this County, and DEFENDANT (i) currently maintains and at all relevant times maintained
11 offices and facilities in this County and/or conducts substantial business in this County, and (ii)
12 committed the wrongful conduct herein alleged in this County against members of the
13 CALIFORNIA CLASS.

14
15 **THE CALIFORNIA CLASS**

16 21. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive
17 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class
18 Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as
19 all individuals who are or previously were employed by DEFENDANT in California and
20 classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the
21 period beginning four (4) years prior to the filing of this Complaint and ending on the date as
22 determined by the Court (the "CALIFORNIA CLASS PERIOD"). The amount in controversy
23 for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars
24 (\$5,000,000.00).

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

28 23. DEFENDANT, as a matter of company policy, practice and procedure, and in

1 violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order
2 requirements, and the applicable provisions of California law, intentionally, knowingly, and
3 wilfully, engaged in a practice whereby DEFENDANT systematically failed to record all meal
4 and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS Members, even though
5 DEFENDANT enjoyed the benefit of this work, required employees to perform this work and
6 permits or suffers to permit this work.

7 24. DEFENDANT has the legal burden to establish that each and every
8 CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as
9 required by California laws. The DEFENDANT, however, as a matter of uniform and
10 systematic policy and procedure failed to have in place during the CALIFORNIA CLASS
11 PERIOD and still fails to have in place a policy or practice to ensure that each and every
12 CALIFORNIA CLASS Member is paid as required by law. This common business practice is
13 applicable to each and every CALIFORNIA CLASS Member can be adjudicated on a class-
14 wide basis as unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§
15 17200, *et seq.* (the "UCL") as causation, damages, and reliance are not elements of this claim.

16 25. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA
17 CLASS Members is impracticable.

18 26. DEFENDANT uniformly violated the rights of the CALIFORNIA CLASS under
19 California law by:

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

27 (b) Committing an act of unfair competition in violation of the UCL, by
28 failing to provide the PLAINTIFF and the other members of the

1 CALIFORNIA CLASS with the legally required meal and rest periods;
2 and,

- 3 (c) Committing an act of unfair competition in violation of the California
4 Unfair Competition Laws, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, by
5 violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and
6 the CALIFORNIA CLASS members with necessary expenses incurred in
7 the discharge of their job duties.

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

- 10 (a) The persons who comprise the CALIFORNIA CLASS are so numerous
11 that the joinder of all such persons is impracticable and the disposition of
12 their claims as a class will benefit the parties and the Court;
- 13 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
14 that are raised in this Complaint are common to the CALIFORNIA
15 CLASS will apply uniformly to every member of the CALIFORNIA
16 CLASS;
- 17 (c) The claims of the representative PLAINTIFF are typical of the claims of
18 each member of the CALIFORNIA CLASS. PLAINTIFF, like all the
19 other members of the CALIFORNIA CLASS, was classified as a non-
20 exempt employee paid on an hourly basis who was subjected to the
21 DEFENDANT's deceptive practice and policy which failed to provide the
22 legally required meal and rest periods to the CALIFORNIA CLASS and
23 thereby systematically underpaid compensation to PLAINTIFF and
24 CALIFORNIA CLASS. PLAINTIFF sustained economic injury as a
25 result of DEFENDANT's employment practices. PLAINTIFF and the
26 members of the CALIFORNIA CLASS were and are similarly or
27 identically harmed by the same unlawful, deceptive, unfair and pervasive
28 pattern of misconduct engaged in by DEFENDANT; and,

1 (d) The representative PLAINTIFF will fairly and adequately represent and
2 protect the interest of the CALIFORNIA CLASS, and has retained
3 counsel who are competent and experienced in Class Action litigation.
4 There are no material conflicts between the claims of the representative
5 PLAINTIFF and the members of the CALIFORNIA CLASS that would
6 make class certification inappropriate. Counsel for the CALIFORNIA
7 CLASS will vigorously assert the claims of all CALIFORNIA CLASS
8 Members.

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

11 (a) Without class certification and determination of declaratory, injunctive,
12 statutory and other legal questions within the class format, prosecution of
13 separate actions by individual members of the CALIFORNIA CLASS will
14 create the risk of:

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

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

24 (b) The parties opposing the CALIFORNIA CLASS have acted or refused to
25 act on grounds generally applicable to the CALIFORNIA CLASS, making
26 appropriate class-wide relief with respect to the CALIFORNIA CLASS
27 as a whole in that DEFENDANT uniformly failed to pay all wages due to
28 members of the CALIFORNIA CLASS as required by law;

1) 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;

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

1) The interests of the members of the CALIFORNIA CLASS in individually controlling the prosecution or defense of separate actions in that the substantial expense of individual actions will be avoided to recover the relatively small amount of economic losses sustained by the individual CALIFORNIA CLASS Members when compared to the substantial expense and burden of individual prosecution of this litigation;

2) Class certification will obviate the need for unduly duplicative litigation that would create the risk of:

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

B. Adjudications with respect to individual members of the

CALIFORNIA CLASS would as a practical matter be dispositive of the interests of the other members not parties to the adjudication or substantially impair or impede their ability to protect their interests;

3) In the context of wage litigation because a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an individual's job with DEFENDANT or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,

4) 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.

29. 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 CLASS predominate over any question affecting only individual CALIFORNIA CLASS Members because the DEFENDANT's employment practices are 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;

- 1 (c) The members of the CALIFORNIA CLASS are so numerous that it is
2 impractical to bring all members of the CALIFORNIA CLASS before the
3 Court;
- 4 (d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be
5 able to obtain effective and economic legal redress unless the action is
6 maintained as a Class Action;
- 7 (e) There is a community of interest in obtaining appropriate legal and
8 equitable relief for the acts of unfair competition, statutory violations and
9 other improprieties, and in obtaining adequate compensation for the
10 damages and injuries which DEFENDANT's actions have inflicted upon
11 the CALIFORNIA CLASS;
- 12 (f) There is a community of interest in ensuring that the combined assets of
13 DEFENDANT are sufficient to adequately compensate the members of
14 the CALIFORNIA CLASS for the injuries sustained;
- 15 (g) DEFENDANT has acted or refused to act on grounds generally applicable
16 to the CALIFORNIA CLASS, thereby making final class-wide relief
17 appropriate with respect to the CALIFORNIA CLASS as a whole;
- 18 (h) The members of the CALIFORNIA CLASS are readily ascertainable from
19 the business records of DEFENDANT; and,
- 20 (i) Class treatment provides manageable judicial treatment calculated to bring
21 a efficient and rapid conclusion to all litigation of all wage and hour
22 related claims arising out of the conduct of DEFENDANT as to the
23 members of the CALIFORNIA CLASS.

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

THE CALIFORNIA LABOR SUB-CLASS

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

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

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

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

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

- 3 (a) Whether DEFENDANT unlawfully failed to correctly calculate and pay
4 compensation due to members of the CALIFORNIA LABOR SUB-
5 CLASS for missed meal and rest breaks in violation of the California
6 Labor Code and California regulations and the applicable California Wage
7 Order;
8 (b) Whether DEFENDANT failed to provide the PLAINTIFF and the other
9 members of the CALIFORNIA LABOR SUB-CLASS with accurate
10 itemized wage statements;
11 (c) Whether DEFENDANT has engaged in unfair competition by the
12 above-listed conduct;
13 (d) The proper measure of damages and penalties owed to the members of the
14 CALIFORNIA LABOR SUB-CLASS; and,
15 (e) Whether DEFENDANT's conduct was willful.

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

- 18 (a) Violating Cal. Lab. Code §§ 510, *et seq.*, by failing to correctly pay the
19 PLAINTIFF and the members of the CALIFORNIA LABOR SUB-
20 CLASS all wages due for overtime worked, for which DEFENDANT is
21 liable pursuant to Cal. Lab. Code § 1194;
22 (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to
23 accurately pay PLAINTIFF and the members of the CALIFORNIA
24 LABOR SUB-CLASS the correct minimum wage pay for which
25 DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;
26 (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the
27 members of the CALIFORNIA LABOR SUB-CLASS with an accurate
28 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 LABOR SUB-CLASS with all legally required off-duty, uninterrupted thirty (30) minute meal breaks and the legally required off-duty 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 employee all wages due without abatement, by failing to tender full payment and/or restitution of wages owed or in the manner required by California law to the members of the CALIFORNIA LABOR SUB-CLASS who have terminated their employment; and,
- (f) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members with necessary expenses incurred in the discharge of their job duties.

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

- (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are so numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS Members is impracticable and the disposition of their claims as a class will benefit the parties and the Court;
- (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are raised in this Complaint are common to the CALIFORNIA LABOR SUB-CLASS and will apply uniformly to every member of the CALIFORNIA LABOR SUB-CLASS;
- (c) The claims of the representative PLAINTIFF are typical of the claims of each member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF, like all the other members of the CALIFORNIA LABOR SUB-CLASS, was a non-exempt employee paid on an hourly basis who was subjected

1 to the DEFENDANT's practice and policy which failed to pay the correct
2 amount of wages due to the CALIFORNIA LABOR SUB-CLASS.
3 PLAINTIFF sustained economic injury as a result of DEFENDANT's
4 employment practices. PLAINTIFF and the members of the
5 CALIFORNIA LABOR SUB-CLASS were and are similarly or
6 identically harmed by the same unlawful, deceptive, unfair and pervasive
7 pattern of misconduct engaged in by DEFENDANT; and,

- 8 (d) The representative PLAINTIFF will fairly and adequately represent and
9 protect the interest of the CALIFORNIA LABOR SUB-CLASS, and has
10 retained counsel who are competent and experienced in Class Action
11 litigation. There are no material conflicts between the claims of the
12 representative PLAINTIFF and the members of the CALIFORNIA
13 LABOR SUB-CLASS that would make class certification inappropriate.
14 Counsel for the CALIFORNIA LABOR SUB-CLASS will vigorously
15 assert the claims of all CALIFORNIA LABOR SUB-CLASS Members.

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

- 18 (a) Without class certification and determination of declaratory, injunctive,
19 statutory and other legal questions within the class format, prosecution of
20 separate actions by individual members of the CALIFORNIA LABOR
21 SUB-CLASS will create the risk of:
- 22 1) Inconsistent or varying adjudications with respect to individual
23 members of the CALIFORNIA LABOR SUB-CLASS which
24 would establish incompatible standards of conduct for the parties
25 opposing the CALIFORNIA LABOR SUB-CLASS; or,
 - 26 2) Adjudication with respect to individual members of the
27 CALIFORNIA LABOR SUB-CLASS which would as a practical
28 matter be dispositive of interests of the other members not party to

1 the adjudication or substantially impair or impede their ability to
2 protect their interests.

3 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted
4 or refused to act on grounds generally applicable to the CALIFORNIA
5 LABOR SUB-CLASS, making appropriate class-wide relief with respect
6 to the CALIFORNIA LABOR SUB-CLASS as a whole in that
7 DEFENDANT uniformly fails to pay all wages due. Including the correct
8 wages for all time worked by the members of the CALIFORNIA LABOR
9 SUB-CLASS as required by law;

10 (c) Common questions of law and fact predominate as to the members of the
11 CALIFORNIA LABOR SUB-CLASS, with respect to the practices and
12 violations of California Law as listed above, and predominate over any
13 question affecting only individual CALIFORNIA LABOR SUB-CLASS
14 Members, and a Class Action is superior to other available methods for
15 the fair and efficient adjudication of the controversy, including
16 consideration of:

17 1) The interests of the members of the CALIFORNIA LABOR SUB-
18 CLASS in individually controlling the prosecution or defense of
19 separate actions in that the substantial expense of individual
20 actions will be avoided to recover the relatively small amount of
21 economic losses sustained by the individual CALIFORNIA
22 LABOR SUB-CLASS Members when compared to the substantial
23 expense and burden of individual prosecution of this litigation;

24 2) Class certification will obviate the need for unduly duplicative
25 litigation that would create the risk of:

26 A. Inconsistent or varying adjudications with respect to
27 individual members of the CALIFORNIA LABOR SUB-
28 CLASS, which would establish incompatible standards of

1 conduct for the DEFENDANT; and/or,

2 B. Adjudications with respect to individual members of the
3 CALIFORNIA LABOR SUB-CLASS would as a practical
4 matter be dispositive of the interests of the other members
5 not parties to the adjudication or substantially impair or
6 impede their ability to protect their interests;

7 3) In the context of wage litigation because a substantial number of
8 individual CALIFORNIA LABOR SUB-CLASS Members will
9 avoid asserting their legal rights out of fear of retaliation by
10 DEFENDANT, which may adversely affect an individual's job
11 with DEFENDANT or with a subsequent employer, the Class
12 Action is the only means to assert their claims through a
13 representative; and,

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

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

21 (a) The questions of law and fact common to the CALIFORNIA LABOR
22 SUB-CLASS predominate over any question affecting only individual
23 CALIFORNIA LABOR SUB-CLASS Members;

24 (b) A Class Action is superior to any other available method for the fair and
25 efficient adjudication of the claims of the members of the CALIFORNIA
26 LABOR SUB-CLASS because in the context of employment litigation a
27 substantial number of individual CALIFORNIA LABOR SUB-CLASS
28 Members will avoid asserting their rights individually out of fear of

1 retaliation or adverse impact on their employment;

2 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so
3 numerous that it is impractical to bring all members of the CALIFORNIA
4 LABOR SUB-CLASS before the Court;

5 (d) PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS
6 Members, will not be able to obtain effective and economic legal redress
7 unless the action is maintained as a Class Action;

8 (e) There is a community of interest in obtaining appropriate legal and
9 equitable relief for the acts of unfair competition, statutory violations and
10 other improprieties, and in obtaining adequate compensation for the
11 damages and injuries which DEFENDANT's actions have inflicted upon
12 the CALIFORNIA LABOR SUB-CLASS;

13 (f) There is a community of interest in ensuring that the combined assets of
14 DEFENDANT are sufficient to adequately compensate the members of
15 the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;

16 (g) DEFENDANT has acted or refused to act on grounds generally applicable
17 to the CALIFORNIA LABOR SUB-CLASS, thereby making final class-
18 wide relief appropriate with respect to the CALIFORNIA LABOR SUB-
19 CLASS as a whole;

20 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily
21 ascertainable from the business records of DEFENDANT. The
22 CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA
23 CLASS Members who worked for DEFENDANT in California at any
24 time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,

25 (i) Class treatment provides manageable judicial treatment calculated to bring
26 a efficient and rapid conclusion to all litigation of all wage and hour
27 related claims arising out of the conduct of DEFENDANT as to the
28 members of the CALIFORNIA LABOR SUB-CLASS.

1 **FIRST CAUSE OF ACTION**

2 **For Unlawful Business Practices**

3 **[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]**

4 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

5 40. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
7 Complaint.

8 41. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof.
9 Code § 17021.

10 42. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
11 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section
12 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
13 competition as follows:

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

18 Cal. Bus. & Prof. Code § 17203.

19 43. By the conduct alleged herein, DEFENDANT has engaged and continues to
20 engage in a business practice which violates California law, including but not limited to, the
21 applicable Industrial Wage Order(s), the California Code of Regulations and the California
22 Labor Code including Sections 204, 210, 226.7, 510, 512, 1194, 1197, 1197.1, 1198 & 2802,
23 for which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus.
24 & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute
25 unfair competition, including restitution of wages wrongfully withheld.

26 44. By the conduct alleged herein, DEFENDANT’s practices were unlawful and
27 unfair in that these practices violate public policy, were immoral, unethical, oppressive,
28 unscrupulous or substantially injurious to employees, and were without valid justification or

1 utility for which this Court should issue equitable and injunctive relief pursuant to Section
2 17203 of the California Business & Professions Code, including restitution of wages wrongfully
3 withheld.

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

13 46. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
14 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the
15 other members of the CALIFORNIA CLASS to be underpaid during their employment with
16 DEFENDANT.

17 47. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
18 unfair and deceptive in that DEFENDANT's uniform policies, practices and procedures failed
19 to provide all legally required meal breaks to PLAINTIFF and the other members of the
20 CALIFORNIA CLASS as required by Cal. Lab. Code §§ 226.7 and 512.

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

26 49. PLAINTIFF further demands on behalf of himself and each member of the
27 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off
28 duty paid rest period was not timely provided as required by law.

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

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

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

17 53. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
18 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair
19 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
20 engaging in any unlawful and unfair business practices in the future.

21 54. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
22 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices
23 of DEFENDANT. Further, the practices herein alleged presently continue to occur unabated.
24 As a result of the unlawful and unfair business practices described herein, PLAINTIFF and the
25 other members of the CALIFORNIA CLASS have suffered and will continue to suffer
26 irreparable legal and economic harm unless DEFENDANT is restrained from continuing to
27 engage in these unlawful and unfair business practices.

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1 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS in regards to
2 minimum wage pay.

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

9 63. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
10 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did not
11 receive the correct minimum wage compensation for their time worked for DEFENDANT.

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

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

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

28 67. In performing the acts and practices herein alleged in violation of California labor

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

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

19
20 **THIRD CAUSE OF ACTION**

21 **For Failure To Pay Overtime Compensation**

22 **[Cal. Lab. Code §§ 510, *et seq.*]**

23 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
24 **Defendants)**

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

28 70. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS

1 bring a claim for DEFENDANT's willful and intentional violations of the California Labor
2 Code and the Industrial Welfare Commission requirements for DEFENDANT's failure to pay
3 these employees for all overtime worked, including, work performed in excess of eight (8)
4 hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any
5 workweek.

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

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

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

16 74. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
17 CALIFORNIA LABOR SUB-CLASS Members were required by DEFENDANT to work for
18 DEFENDANT and were not paid for all the time they worked, including overtime work.

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

27 76. In committing these violations of the California Labor Code, DEFENDANT
28 inaccurately recorded overtime worked and consequently underpaid the overtime worked by

1 PLAINTIFF and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT acted
2 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation
3 of the California Labor Code, the Industrial Welfare Commission requirements and other
4 applicable laws and regulations.

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

8 78. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
9 from the overtime requirements of the law. None of these exemptions are applicable to the
10 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,
11 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS were not
12 subject to a valid collective bargaining agreement that would preclude the causes of action
13 contained herein this Complaint. Rather, PLAINTIFF brings this Action on behalf of himself
14 and the CALIFORNIA LABOR SUB-CLASS based on DEFENDANT's violations of non-
15 negotiable, non-waiveable rights provided by the State of California.

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

19 80. DEFENDANT failed to accurately pay the PLAINTIFF and the other members
20 of the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they worked which
21 was in excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510,
22 1194 & 1198, even though PLAINTIFF and the other members of the CALIFORNIA LABOR
23 SUB-CLASS were required to work, and did in fact work, overtime as to which DEFENDANT
24 failed to accurately record and pay as evidenced by DEFENDANT's business records and
25 witnessed by employees.

26 81. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
27 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
28 CLASS for the true amount of time they worked, PLAINTIFF and the other members of the

1 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
2 injury in amounts which are presently unknown to them and which will be ascertained
3 according to proof at trial.

4 82. DEFENDANT knew or should have known that PLAINTIFF and the other
5 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for all overtime
6 worked. DEFENDANT systematically elected, either through intentional malfeasance or gross
7 nonfeasance, to not pay employees for their labor as a matter of uniform company policy,
8 practice and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to
9 pay PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS for
10 overtime worked.

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

19 84. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
20 therefore request recovery of all overtime wages, according to proof, interest, statutory costs,
21 as well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided
22 by the California Labor Code and/or other applicable statutes. To the extent minimum and/or
23 overtime compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS
24 Members who have terminated their employment, DEFENDANT's conduct also violates Labor
25 Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time
26 penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these
27 CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's conduct as alleged herein
28 was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA

1 LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

2
3 **FOURTH CAUSE OF ACTION**

4 **For Failure to Provide Required Meal Periods**

5 **[Cal. Lab. Code §§ 226.7 & 512]**

6 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
7 **Defendants)**

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

11 86. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time
12 failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other
13 CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order and
14 Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA LABOR
15 SUB-CLASS MEMBERS did not prevent these employees from being relieved of all of their
16 duties for the legally required off-duty meal periods. As a result of their rigorous work
17 schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were from
18 time to time not fully relieved of duty by DEFENDANT for their meal periods. Additionally,
19 DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS
20 Members with legally required meal breaks prior to their fifth (5th) hour of work is evidenced
21 by DEFENDANT's business records from time to time. Further, DEFENDANT failed to
22 provide PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period
23 in some workdays in which these employees were required by DEFENDANT to work ten (10)
24 hours of work from time to time. As a result, PLAINTIFF and other members of the
25 CALIFORNIA LABOR SUB-CLASS therefore forfeited meal breaks without additional
26 compensation and in accordance with DEFENDANT's strict corporate policy and practice.

27 87. DEFENDANT further violates California Labor Code §§ 226.7 and the applicable
28 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR SUB-

1 CLASS Members who were not provided a meal period, in accordance with the applicable
2 Wage Order, one additional hour of compensation at each employee's regular rate of pay for
3 each workday that a meal period was not provided.

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

8
9 **FIFTH CAUSE OF ACTION**

10 **For Failure to Provide Required Rest Periods**

11 **[Cal. Lab. Code §§ 226.7 & 512]**

12 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
13 **Defendants)**

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

17 90. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were from
18 time to time required to work in excess of four (4) hours without being provided ten (10) minute
19 rest periods. Further, these employees from time to time were denied their first rest periods of
20 at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and
21 second rest period of at least ten (10) minutes for some shifts worked of between six (6) and
22 eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some
23 shifts worked of ten (10) hours or more from time to time. PLAINTIFF and other
24 CALIFORNIA LABOR SUB-CLASS Members were also not provided with one hour wages
25 in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other
26 CALIFORNIA LABOR SUB-CLASS Members were periodically denied their proper rest
27 periods by DEFENDANT and DEFENDANT's managers.

28 91. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable

1 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR SUB-
2 CLASS Members who were not provided a rest period, in accordance with the applicable Wage
3 Order, one additional hour of compensation at each employee's regular rate of pay for each
4 workday that rest period was not provided.

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

9
10 **SIXTH CAUSE OF ACTION**

11 **For Failure to Reimburse Employees for Required Expenses**

12 **[Cal. Lab. Code § 2802]**

13 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
14 **Defendants)**

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

18 94. Cal. Lab. Code § 2802 provides, in relevant part, that:

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

22 95. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802,
23 by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-
24 CLASS members for required expenses incurred in the discharge of their job duties for
25 DEFENDANT's benefit. DEFENDANT failed to reimburse PLAINTIFF and the
26 CALIFORNIA LABOR SUB-CLASS members for expenses which included, but were not
27 limited to, costs related to using their personal cellular phones all on behalf of and for the
28

benefit of DEFENDANT. Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required by DEFENDANT to use their personal cell phones to respond to work related issues. DEFENDANT's policy, practice and procedure was to not reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for expenses resulting from using their personal cellular phones for DEFENDANT within the course and scope of their employment for DEFENDANT. These expenses were necessary to complete their principal job duties. DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of this expectation. Although these expenses were necessary expenses incurred by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members, DEFENDANT failed to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for these expenses as an employer is required to do under the laws and regulations of California.

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

SEVENTH CAUSE OF ACTION

For Failure to Provide Accurate Itemized Statements

[Cal. Lab. Code § 226]

(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

97. 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.

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

- (1) gross wages earned,
- (2) total hours worked by the employee, except for any employee whose

1 compensation is solely based on a salary and who is exempt from payment of
2 overtime under subdivision (a) of Section 515 or any applicable order of the
Industrial Welfare Commission,
3 (3) the number of piecerate units earned and any applicable piece rate if the employee
is paid on a piece-rate basis,
4 (4) all deductions, provided that all deductions made on written orders of the
employee may be aggregated and shown as one item,
5 (5) net wages earned,
6 (6) the inclusive dates of the period for which the employee is paid,
7 (7) 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 or an
employee identification number other than a social security number may be shown on
the itemized statement,
8 (8) the name and address of the legal entity that is the employer, and
9 (9) all applicable hourly rates in effect during the pay period and the corresponding
number of hours worked at each hourly rate by the employee.

10 99. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
11 other members of the CALIFORNIA CLASS with complete and accurate wage statements
12 which failed to show, among other things, the correct gross and net wages earned. Cal. Lab.
13 Code § 226 provides that every employer shall furnish each of his or her employees with an
14 accurate itemized wage statement in writing showing, among other things, gross wages
15 earned and all applicable hourly rates in effect during the pay period and the corresponding
16 amount of time worked at each hourly rate. Aside, from the violations listed above in this
17 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
18 lists all the requirements under California Labor Code 226 *et seq.* As a result,
19 DEFENDANT from time to time provided PLAINTIFF and the other members of the
20 CALIFORNIA CLASS with wage statements which violated Cal. Lab. Code § 226.

21 100. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab.
22 Code § 226, causing injury and damages to PLAINTIFF and the other members of the
23 CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs
24 expended calculating the correct wages for all missed meal and rest breaks and the amount
25 of employment taxes which were not properly paid to state and federal tax authorities.
26 These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of
27 the CALIFORNIA LABOR SUB-CLASS may elect to recover liquidated damages of fifty
28 dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred

1 dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code §
2 226, in an amount according to proof at the time of trial (but in no event more than four
3 thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the
4 CALIFORNIA LABOR SUB-CLASS herein).

5
6 **EIGHTH CAUSE OF ACTION**

7 **For Failure to Pay Wages When Due**

8 **[Cal. Lab. Code §§ 201, 202, 203]**

9 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
10 **Defendants)**

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

14 102. Cal. Lab. Code § 200 provides that:

15 As used in this article:

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

19 (b) "Labor" includes labor, work, or service whether rendered or performed
20 under contract, subcontract, partnership, station plan, or other agreement if the
21 labor to be paid for is performed personally by the person demanding
22 payment.

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

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

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

1 of quitting.

2 105. There was no definite term in PLAINTIFF's or any CALIFORNIA LABOR
3 SUB-CLASS Members' employment contract.

4 106. Cal. Lab. Code § 203 provides:

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

11 107. The employment of PLAINTIFF and many CALIFORNIA LABOR SUB-
12 CLASS Members has terminated and DEFENDANT has not tendered payment of wages, to
13 these employees who missed meal and rest breaks, as required by law.

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

20 NINTH CAUSE OF ACTION

21 Wrongful Termination

22 [Wrongful Termination in Violation of Public Policy]

23 [Discrimination against employee for filing complaint or otherwise exercising rights in 24 Violation of Cal. Lab. Code§ 1102.5, *et seq.*]

25 (By PLAINTIFF Against All Defendants)

26 109. PLAINTIFF realleges and incorporate by reference, as though fully set forth
27 herein, the prior paragraphs of this Complaint.

28 110. In retaliation for complaining to DEFENDANT of DEFENDANT's violations
of law, DEFENDANT retaliated against and wrongfully discharged PLAINTIFF from

1 employment, in violation of Cal. Lab. Code § 1102.5. DEFENDANT committed violations of
2 California's wage and hour law, and when PLAINTIFF complained of such violations to
3 DEFENDANT, PLAINTIFF was subsequently terminated in retaliation.

4 111. In or around December of 2019, and continuing through out the rest of
5 PLAINTIFF's employment PLAINTIFF engaged in protected activity by complaining to
6 DEFENDANT of DEFENDANT's illegal employment practices, including, but not limited to,
7 DEFENDANT's failure to pay proper wages and violation of his weingarten rights, to which
8 PLAINTIFF was entitled.

9 112. Subsequent to PLAINTIFF's participation in protective activity by complaining
10 to DEFENDANT of DEFENDANT's unlawful employment practices, DEFENDANT subjected
11 PLAINTIFF to adverse employment actions by retaliating against PLAINTIFF. Specifically,
12 after PLAINTIFF complained to his supervisor(s) of DEFENDANT's unlawful employment
13 practices, DEFENDANT terminated PLAINTIFF's employment with DEFENDANT. As a
14 result, there is a causal link between the protected activity and DEFENDANT's decision to
15 terminate her employment, which is against public policy.

16 113. Cal. Labor Code § 1102.5, *et seq.* prohibits an employer from taking an adverse
17 employment action against an employee for terminating an employee's employment for raising
18 complaints of illegality and/or belief that the employee may disclose illegality.

19 114. PLAINTIFF was harmed by DEFENDANT's wrongful and illegal termination
20 of her employment, in retaliation for PLAINTIFF's complaining to DEFENDANT of
21 DEFENDANT's unlawful employment practices.

22 115. The wrongful termination of the employment of PLAINTIFF was and is a
23 substantial factor in causing harm to PLAINTIFF.

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1 **TENTH CAUSE OF ACTION**

2 **Retaliation**

3 **[Violation of Cal. Lab. Code § 1102.5, *et seq.*]**

4 **(By PLAINTIFF Against All Defendants)**

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

7 117. At all relevant times, Labor Code section 1102.5 was in effect and was binding
8 on DEFENDANT. This statute prohibits DEFENDANT from retaliating against any employee,
9 including PLAINTIFF, for raising complaints of illegality and/or belief that the employee may
10 disclose illegality.

11 118. PLAINTIFF raised complaints of illegality while he worked for DEFENDANT
12 and was believed to be willing to raise complaints, and DEFENDANT retaliated against him
13 by taking adverse employment actions, including employment termination, against him.

14 119. As a proximate result of DEFENDANT'S willful, knowing, and intentional
15 violation(s) of Labor Code section 1102.5, PLAINTIFF has suffered and continues to suffer
16 humiliation, emotional distress, and mental and physical pain and anguish, all to their damage
17 in a sum according to proof.

18 120. As a result of DEFENDANT'S adverse employment actions against
19 PLAINTIFF, PLAINTIFF has suffered general and special damages in sums according to
20 proof.

21 121. DEFENDANT'S misconduct was committed intentionally, in a malicious,
22 oppressive manner, and fraudulent manner entitling PLAINTIFF to punitive damages
23 against defendants.

24 **PRAYER FOR RELIEF**

25
26 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
27 severally, as follows:
28

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 wages and all sums unlawfully withheld from compensation due to PLAINTIFF 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, Seventh and Eighth 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 minimum and overtime compensation due 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) 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 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226;
- D) The wages of all terminated employees from the CALIFORNIA LABOR SUB-CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code

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DEMAND FOR A JURY TRIAL

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

Dated: February 17, 2020

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: _____
Norman B. Blumenthal
Attorneys for Plaintiff