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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF RIVERSIDE**

JAMES SIMS, as an individual and on  
behalf of all others similarly situated,

Plaintiff,

vs.

QG PRINTING II LLC, a Connecticut  
limited liability company; 74 QC  
PRINTING II LLC, business  
organization, form unknown; and DOES  
1 through 50, inclusive,

Defendants.

Case No.: **RIC2002183**

**CLASS AND REPRESENTATIVE ACTION  
COMPLAINT FOR:**

- (1) **FAILURE TO PAY WAGES;**
- (2) **VIOLATION OF LABOR CODE § 2802;**
- (3) **VIOLATION OF LABOR CODE §  
226(a); AND**
- (4) **VIOLATION OF BUSINESS AND  
PROFESSIONS CODE § 17200, ET SEQ.**
- (5) **VIOLATION OF LABOR CODE §§ 2698,  
ET SEQ.**

**DEMAND OVER \$25,000**

**FILED**  
Superior Court of California  
County of Riverside  
6/1/2020  
C. Nakagawa  
Electronically Filed

1 Plaintiff James Sims (“Plaintiff”) hereby submits this Class and Representative Action  
2 Complaint (“Complaint”) against Defendant QG Printing II LLC, Defendant 74 QG Printing II  
3 LLC, and Does 1-50 (collectively, “Defendants”), as an individual and on behalf of all other  
4 similarly situated current and former employees of Defendants for penalties and/or damages for  
5 failure to pay wages, failure to reimburse business expenses, and failure to provide accurate  
6 itemized wage statements in violation of the California Labor Code, as follows:

### 7 **INTRODUCTION**

8 1. This class and representative action is within the Court’s jurisdiction under  
9 California Labor Code §§ 201-204, 226(a), 510, 558, 1174, 1194, 1198, 1199, 2802, and 2698, *et*  
10 *seq.*, the California Industrial Welfare Commission’s (“IWC”) Wage Orders, and the California  
11 Unfair Competition Law (the “UCL”), California Business & Professions Code § 17200, *et seq.*

12 2. This Complaint challenges systemic illegal employment practices resulting in  
13 violations of the California Labor Code and Business and Professions Code against employees of  
14 Defendants.

15 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
16 jointly and severally have acted intentionally and with deliberate indifference and conscious  
17 disregard to the rights of all employees by failing to pay wages owed, failing to reimburse all  
18 business expenses, and failing to provide accurate itemized wage statements to Plaintiff and  
19 other employees.

20 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
21 have engaged in, among other things a system of willful violations of the California Labor Code,  
22 the UCL, and applicable IWC Wage Orders, by creating and maintaining policies, practices, and  
23 customs that knowingly deny employees the above-stated rights and benefits.

24 5. The policies, practices, and customs of Defendants described above and below  
25 have resulted in unjust enrichment of Defendants and an unfair business advantage over  
26 businesses that routinely adhere to the strictures of the California Labor Code and the UCL.

### 27 **JURISDICTION AND VENUE**

28 6. The Court has jurisdiction over the violations of the California Labor Code

§§ 201-204, 226(a), 510, 558, 1174, 1194, 1198, 1199, 2802, and 2698, *et seq.*, and the UCL.

7. Venue is proper in Riverside County because Defendant does business in this County and Plaintiff worked for Defendant in this County.

#### **PARTIES**

8. Plaintiff is a former employee of Defendants. From approximately 2016 to on or about November 10, 2019, Plaintiff worked for Defendants as a pressman handler. Throughout his employment with Defendants, Plaintiff was an hourly, non-exempt employee.

9. During his employment with Defendants, Plaintiff was required to call into a work-designated number prior to his work shift, in order to determine whether he will actually be put to work for his scheduled shift. However, Plaintiff was not compensated for any of the time spent in making such calls. Moreover, whenever Plaintiff reported to work by calling in but was not furnished with work for the scheduled shift and/or was permitted to work for less than half of the scheduled shift, Defendants failed to pay Plaintiff reporting time pay as required by law.

10. In connection with the calls mentioned above, Plaintiff was also not allowed to use Defendants' phones to make said calls, and thus was required to use his personal home and cell phone to make these calls instead. However, Plaintiff did not receive any reimbursement from Defendants for the costs incurred in connection therewith.

11. Additionally, during his employment with Defendants, Plaintiff regularly worked overtime and double time. However, whenever overtime and/or double time wages were paid to Plaintiff, Plaintiff received wage statements from Defendants that did not comply with Labor Code § 226(a). In this regard, the wage statements failed to correctly identify Plaintiff's overtime and double time hourly rates of pay as 1.5 or 2 times the regular rate of pay. Rather, the overtime and double time hourly rates of pay appeared on wage statements as various lower rates of pay.

12. In addition, Plaintiff was issued wage statements that failed to list the accurate legal name of the employer in violation of Labor Code § 226(a). In this regard, the wage statements issued to Plaintiff identified the employer as "74 QG Printing II LLC." However, that name does not appear on the California Secretary of State's website as a legally registered entity.

Moreover, as a result of Defendants' afore-referenced failure to pay wages, the wage statements issued to Plaintiff also violated Labor Code § 226(a) as it identified the incorrect gross and net wages earned and total hours worked.

13. As such, Plaintiff was the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived him of the rights guaranteed by California Labor Code §§ 201-204, 226(a), 510, 558, 1174, 1194, 1198, 1199, 2802, and 2698, *et seq.*, the applicable IWC Wage Orders, and the UCL.

14. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendant QG Printing II LLC was and is a limited liability company under the laws of the State of Connecticut and doing business in the State of California. Defendant QG Printing II LLC provides commercial printing and manufacturing services.

15. Defendant 74 QG Printing II LLC was and is, at all times herein mentioned, a business organization, form unknown. Plaintiff is informed and believes, and based thereon alleges, that Defendant 74 QG Printing II LLC has been doing and currently does business in the State of California.

16. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to California Labor Code §§ 201-204, 226(a), 510, 558, 1174, 1194, 1198, 1199, 2802, 2698, *et seq.*, the IWC Wage Orders, and the UCL.

17. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason, said defendants are sued under such fictitious names. If and when they are ascertained, Plaintiff prays for leave to amend this Complaint. Plaintiff is informed and believes, and based thereon alleges, that each of said fictitious defendants was responsible in some way for the matters alleged herein and proximately caused Plaintiff and other employees to be subject to the illegal employment practices, wrongs, and injuries complained of herein.

18. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants and employees of each of the other

Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

19. Plaintiff is informed and believes, and based thereon alleges, that at all times material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer of, or working in concert with each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

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

21. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

### **CLASS ACTION ALLEGATIONS**

22. **Definition:** The named individual Plaintiff seeks class certification, pursuant to California Code of Civil Procedure § 382. Plaintiff proposes the following Classes:

- a. All current and former non-exempt employees of Defendants in the State of California at any time from April 6, 2016, to the present (the “Call-In Class”);
- b. All current and former employees of Defendant in the State of California who were paid wages at any time from April 6, 2019, to the present (the “Wage Statement Class”); and

1 c. All current and former non-exempt employees of Defendant in the State of  
2 California who were paid overtime and/or double time wages at any time  
3 from April 6, 2019, to the present (the “Hourly Rate Wage Statement  
4 Subclass”).

5 23. Plaintiff reserves the right to amend the class and subclass definitions upon  
6 further discovery and investigation.

7 24. **Numerosity and Ascertainability:** The members of the Classes are so numerous  
8 that joinder of all members would be impractical, if not impossible. The identity of the members  
9 of the Classes is readily ascertainable by review of Defendants’ records, including payroll  
10 records. Plaintiff is informed and believes, and based thereon alleges, that Defendants: (a) failed  
11 to pay all earned wages to employees in violation of Labor Code §§ 510, 558, 1174, 1194, 1198,  
12 1199, and the applicable IWC Wage Orders; (b) failed to reimburse business expenses in  
13 violation of Labor Code § 2802; (c) failed to provide accurate itemized wage statements in  
14 violation of Labor Code § 226(a); and (d) engaged in unfair business practices in violation of the  
15 UCL, the California Labor Code, and the applicable IWC Wage Orders.

16 25. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all  
17 necessary steps to represent fairly and adequately the interests of the Classes defined above.  
18 Plaintiff’s attorneys are ready, willing and able to fully and adequately represent the Classes and  
19 the individual Plaintiff. Plaintiff’s attorneys have prosecuted and settled wage-and-hour class  
20 actions in the past and currently have a number of wage-and-hour class actions pending in  
21 California state and federal courts.

22 26. Defendants uniformly administered a corporate policy and practice of: (a) failing  
23 to pay all earned wages to employees in violation of Labor Code §§ 510, 558, 1174, 1194, 1198,  
24 1199, and the applicable IWC Wage Orders; (b) failing to reimburse business expenses in  
25 violation of Labor Code § 2802; (c) failing to provide accurate itemized wage statements in  
26 violation of Labor Code § 226(a); and (d) engaging in unfair business practices in violation of  
27 the UCL, the California Labor Code, and the applicable IWC Wage Orders.

28 27. Plaintiff is informed and believes, and based thereon alleges, that this corporate

1 conduct is accomplished with the advance knowledge and designed intent to willfully and  
2 intentionally fail to accurately record and identify proper rates of pay, total hours worked, total  
3 wages earned, and the legal name of the employer.

4 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants had  
5 a consistent and uniform policy, practice and procedure of willfully failing to comply with Labor  
6 Code §§ 201-204, 226(a), 510, 558, 1174, 1194, 1198, 1199, 2802, the UCL, and the applicable  
7 IWC Wage Orders.

8 29. **Common Question of Law and Fact:** There are predominant common questions  
9 of law and fact and a community of interest amongst Plaintiff and the claims of the Classes  
10 concerning Defendants' policy and practice of: (a) failing to pay all earned wages to employees  
11 in violation of Labor Code §§ 510, 558, 1174, 1194, 1198, 1199, and the applicable IWC Wage  
12 Orders; (b) failing to reimburse business expenses in violation of Labor Code § 2802; (c) failing  
13 to provide accurate itemized wage statements in violation of Labor Code § 226(a); and (d)  
14 engaging in unfair business practices in violation of the UCL, the California Labor Code, and the  
15 applicable IWC Wage Orders.

16 30. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the  
17 Classes in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical  
18 manner as the members of the Classes. As with other non-exempt employees of Defendants,  
19 Plaintiff was required to call into a work-designated number prior to his work shift, in order to  
20 determine whether he will actually be put to work for his scheduled shift. In particular, Plaintiff  
21 was directed by Defendants to call a particular work-designated number and listen to a  
22 prerecorded message, which would inform him whether to come into work for his scheduled  
23 shift. Plaintiff was required to make these calls off-the-clock and was not paid for such time. In  
24 addition, whenever Plaintiff reported to work by calling in but was not permitted to work, or was  
25 only permitted to work for less than half of the scheduled shift, Defendants failed to pay Plaintiff  
26 reporting time pay as required by law. In connection with this policy and practice of calling in,  
27 Plaintiff was also not allowed to use Defendants' phones to make said calls, and thus had to use  
28 his personal home and cell phone to call instead. Plaintiff was also not reimbursed for the costs

1 incurred in connection therewith. Moreover, as a result of such violations, Defendants failed to  
2 provide Plaintiff with accurate itemized wage statements that accurately reflected the total gross  
3 and net wages earned and the total hours worked, in violation of Labor Code § 226(a). As a  
4 separate violation of Labor Code § 226(a), Plaintiff was also issued wage statements that  
5 identified the inaccurate hourly rates of pay for overtime wages and double time wages. Like  
6 other non-exempt employees, Plaintiff regularly worked overtime and/or double time. However,  
7 whenever he was paid overtime and/or double time wages, the wage statements did not identify  
8 the overtime rate as 1.5 times the regular rate, nor did it identify the double time rate as 2 times  
9 the regular rate. Instead, the wage statements identified various lower rates of pay. Plaintiff is  
10 also unable to determine his correct overtime and/or double time rates as his wage statements  
11 confusingly identify multiple hourly base rates of pay. In addition, Plaintiff also was not  
12 provided with wage statements that correctly identified the legal name of the employer, as the  
13 wage statements issued to him identified the employer as “74 QG Printing II LLC,” an  
14 unregistered entity that does not appear on the California Secretary of State’s website.  
15 Accordingly, Plaintiff is a member of the Classes and has suffered the alleged violations of  
16 California Labor Code §§ 201-204, 226(a), 510, 558, 1174, 1194, 1198, 1199, 2802, and the  
17 applicable IWC Wage Orders.

18         31. The California Labor Code and upon which Plaintiff bases these claims is broadly  
19 remedial in nature. These laws and labor standards serve an important public interest in  
20 establishing minimum working conditions and standards in California. These laws and labor  
21 standards protect the average working employee from exploitation by employers who may seek  
22 to take advantage of superior economic and bargaining power in setting onerous terms and  
23 conditions of employment.

24         32. The nature of this action and the format of laws available to Plaintiff and  
25 members of the Classes identified herein make the class action format a particularly efficient and  
26 appropriate procedure to redress the wrongs alleged herein. If each employee were required to  
27 file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable  
28 advantage since it would be able to exploit and overwhelm the limited resources of each

1 individual Plaintiff with Defendants' vastly superior financial and legal resources. Requiring  
2 each class member to pursue an individual remedy would also discourage the assertion of lawful  
3 claims by employees who would be disinclined to file an action against their former and/or  
4 current employer for real and justifiable fear of retaliation and permanent damage to their careers  
5 at subsequent employment.

6 33. The prosecution of separate actions by the individual class members, even if  
7 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect  
8 to individual class members against Defendants and which would establish potentially  
9 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to  
10 individual class members which would, as a practical matter, be dispositive of the interest of the  
11 other class members not parties to the adjudications or which would substantially impair or  
12 impede the ability of the class members to protect their interests. Further, the claims of the  
13 individual class members are not sufficiently large to warrant vigorous individual prosecution  
14 considering all of the concomitant costs and expenses.

15 34. Such a pattern, practice and uniform administration of corporate policy regarding  
16 illegal employee compensation described herein is unlawful and creates an entitlement to  
17 recovery by the Plaintiff and the Classes identified herein, in a civil action, for unpaid wages,  
18 waiting time penalties pursuant to Labor Code § 203, all damages and applicable penalties,  
19 reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code  
20 §§ 218.5, 226, 1194, 2802, and 2698, and Code of Civil Procedure § 1021.5.

21 35. Proof of a common business practice or factual pattern, which the named Plaintiff  
22 experienced and is representative of, will establish the right of each of the members of the  
23 Classes to recovery on the causes of action alleged herein.

24 36. The Classes are commonly entitled to a specific fund with respect to the  
25 compensation illegally and unfairly retained by Defendants. The Classes are commonly entitled  
26 to restitution of those funds being improperly withheld by Defendants. This action is brought for  
27 the benefit of all class members and will result in the creation of a common fund.

28 //

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES**

3 **(BY PLAINTIFF AND THE CALL-IN CLASS AGAINST ALL DEFENDANTS)**

4 37. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 36 as  
5 though fully set forth herein.

6 38. This cause of action is brought pursuant to California Labor Code §§ 201-204,  
7 510, 558, 1174, 1194, 1198, and 1199, which require an employer to pay employees all earned  
8 regular, minimum, and overtime wages.

9 39. Moreover, the IWC Wage Orders require an employer to pay non-exempt  
10 employees reporting time pay when employees report to a scheduled shift, but are not permitted  
11 to work, and/or when employees report to a scheduled shift, but are only permitted to work less  
12 than half of their scheduled shift. This cause of action is also brought pursuant to the applicable  
13 IWC Wage Orders, which require an employer to pay reporting time pay to employees at their  
14 regular rate of pay for at least half of the employee's scheduled day's work, with a minimum of  
15 two (2) hours pay and a maximum of four (4) hours pay.

16 40. At all relevant times herein, Defendants had a corporate policy, pattern, and  
17 practice of failing to pay all earned regular, minimum, and overtime wages to Plaintiff and Class  
18 Members. In particular, Defendants had a policy that mandated employees to report to work by  
19 calling into a designated phone number prior to their scheduled shift. Plaintiff and Class  
20 Members were mandated to make said calls each day to determine whether they would actually  
21 be put to work for the next scheduled shift. Upon calling, Plaintiff and Class Members were  
22 required to listen to an automated message, which would inform them whether they needed to  
23 show up to work the following shift. Plaintiff and Class Members were not compensated for any  
24 of the time spent off-the-clock in connection with making said calls and/or waiting to be  
25 informed as to whether to show up for work.

26 41. At all relevant times herein, Defendants also had a corporate policy, pattern, and  
27 practice of failing to pay reporting time pay to Plaintiff and Class Members. In this regard,  
28 whenever Plaintiff and Class Members reported to work by calling in for their scheduled shifts

1 but were not furnished with any work, and/or were furnished with work that was less than half of  
2 their scheduled shifts, Defendants failed to pay Plaintiff and Class Members reporting time pay  
3 as required by law.

4 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
5 willfully failed to pay employees all regular, minimum, overtime wages, and reporting time pay,  
6 pursuant to the California Labor Code and the applicable IWC Wage Orders, and that Plaintiff  
7 and Class Members are owed wages for the violations set forth above.

8 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants'  
9 willful failure to pay Plaintiff and Class Members the wages due and owing to them upon  
10 separation from employment results in a continued payment of wages up to thirty (30) days from  
11 the time the wages are due. Therefore, Class Members who have separated from employment  
12 are entitled to compensation pursuant to Labor Code § 203.

13 44. Such a pattern, practice and uniform administration of corporate policy regarding  
14 illegal employee compensation as described herein is unlawful and creates an entitlement to  
15 recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of  
16 wages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according to  
17 the mandate of California Labor Code §§ 201-204, 218.5, 510, 558, 1174, 1194, 1198, and 1199,  
18 and the IWC Wage Orders.

19 **SECOND CAUSE OF ACTION**

20 **VIOLATION OF LABOR CODE § 2802**

21 **(BY PLAINTIFF AND THE CALL-IN CLASS AGAINST ALL DEFENDANTS)**

22 45. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 44 as  
23 though fully set forth herein.

24 46. This cause of action is brought pursuant to Labor Code § 2802, which provides  
25 that employees are entitled to be indemnified for expenses and losses in discharging the duties of  
26 their employers.

27 47. At all relevant times herein, Defendants regularly failed to reimburse and  
28 indemnify Plaintiff and Class Members for business expenses necessary for the discharge of their

1 duties. Specifically, Defendants failed to pay Plaintiff and Class Members for work-related  
2 expenses, including without limitation, the costs incurred with the use of personal home and cell  
3 phones. In connection with Defendants' policy of requiring Plaintiff and Class Members to call  
4 a designated number to determine if they were going to be actually put to work, Defendants did  
5 not allow Plaintiff and Class Members to use Defendants' phones to make said calls. Thus,  
6 Plaintiff and Class Members were required to use their personal home and/or cell phones to  
7 make these calls. Costs that Plaintiff and Class Members incurred in connection with these calls  
8 were not reimbursed.

9 48. Defendants had a uniform corporate pattern and practice and procedure regarding  
10 the above practice in violation of Labor Code § 2802.

11 49. Such a pattern, practice and uniform administration of corporate policy regarding  
12 illegal employee compensation as described herein is unlawful and creates an entitlement to  
13 recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of  
14 damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according  
15 to the mandate of California Labor Code § 2802.

16 **THIRD CAUSE OF ACTION**

17 **VIOLATION OF LABOR CODE § 226(A)**

18 **(BY PLAINTIFF AND THE CALL-IN CLASS, THE WAGE STATEMENT CLASS, AND**  
19 **THE HOURLY RATE WAGE STATEMENT SUBCLASS AGAINST ALL**  
20 **DEFENDANTS)**

21 50. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 49 as  
22 though fully set forth herein.

23 51. Defendants failed in its affirmative obligation to provide accurate itemized wage  
24 statements in compliance Labor Code § 226(a). Defendants, as a matter of policy and practice,  
25 intentionally failed to provide accurate records to Plaintiff, the Call-In Class, the Wage  
26 Statement Class, and the Hourly Rate Subclass.

27 52. As a result of Defendants' failure to pay all wages owed to Plaintiff and Call-In  
28 Class Members as alleged above, the wage statements issued to Plaintiff and Call-In Class

Members intentionally did not accurately identify the correct gross and net wages earned and the total hours worked, in violation of Labor Code § 226(a)(1), (2), and (5).

53. Defendants also violated Labor Code § 226(a)(8) as to Plaintiff and Wage Statement Class Members by failing to accurately identify “the name ... of the legal entity that is the employer” on Defendants’ wage statements. In this regard, the wage statements provided to Plaintiff and Wage Statement Class Members identified the employer as “74 QG Printing II LLC.” However, this entity not registered with the California Secretary of State and could not be identified on the Secretary of State’s website.

54. As a separate violation of Labor Code § 226(a), Defendants also issued noncompliant wage statements to Plaintiff and the Hourly Rate Wage Statement Subclass. Whenever Plaintiff and the Hourly Rate Wage Statement Subclass Members worked overtime and/or double time, they were provided with wage statements that inaccurately identified the hourly rates of pay for overtime and/or double time wages as 1.5 or 2 times the regular rate of pay, respectively. Instead, the wage statements identified various lower rates of pay. Moreover, Plaintiff and Hourly Rate Wage Statement Subclass Members cannot determine their correct overtime and/or double time rates by way of calculation as the wage statements confusingly identify multiple hourly base rates of pay. This is a direct violation of Labor Code § 226(a)(9).

55. The issuance of inaccurate wage statements caused actual injury to Plaintiff and Class Members as they cannot accurately verify and/or calculate their wages.

56. Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by the Plaintiff and Class Members identified herein, in a civil action, for all damages or penalties pursuant to Labor Code § 226, including interest thereon, attorneys’ fees, and costs of suit according to the mandate of California Labor Code § 226.

#### **FOURTH CAUSE OF ACTION**

#### **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.* (BY PLAINTIFF AND THE CALL-IN CLASS AGAINST ALL DEFENDANTS)**

57. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 56 as

1 though fully set forth herein.

2 58. Defendants, and each of them, have engaged and continue to engage in unfair and  
3 unlawful business practices in California by practicing, employing, and utilizing the employment  
4 practices outlined above, inclusive, to wit, by: (a) failing to pay all wages owed in violation of  
5 Labor Code §§ 510, 558, 1174, 1194, 1198, and 1199, and the applicable IWC Wage Orders; and  
6 (b) failing to reimburse business expenses in violation of Labor Code § 2802.

7 59. Defendants' utilization of such unfair and unlawful business practices constitutes  
8 unfair and unlawful competition and provides an unfair advantage over Defendants' competitors.

9 60. Plaintiff seeks, individually and on behalf of other members of the Class similarly  
10 situated, full restitution of monies, as necessary and according to proof, to restore any and all  
11 monies withheld, acquired and/or converted by the Defendants by means of the unfair practices  
12 complained of herein.

13 61. Plaintiff is informed and believes, and based thereon alleges, that at all times  
14 herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices,  
15 as proscribed by California Business and Professions Code § 17200, *et seq.*, including those set  
16 forth herein above thereby depriving Plaintiff and other members of the Class the minimum  
17 working condition standards and conditions due to them under the California laws and the  
18 applicable IWC Wage Orders as specifically described therein.

19 **FIFTH CAUSE OF ACTION**

20 **VIOLATION OF THE PAGA, LABOR CODE § 2698, *ET SEQ.***

21 **(BY PLAINTIFF AND THE AGGRIEVED EMPLOYEES AGAINST ALL**  
22 **DEFENDANTS)**

23 62. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 61 as  
24 though fully set forth herein.

25 63. Plaintiff brings this cause of action as a proxy for the State of California and in  
26 this capacity, seeks penalties on behalf of all Aggrieved Employees from April 6, 2019, through  
27 the present, for Defendants' violations of Labor Code §§ 201-204, 226(a), 510, 558, 1174, 1198,  
28 1199, and 2802, arising from Defendants' following misconduct, as alleged above: (a) failing to

1 pay all minimum, regular, and overtime wages, as well as reporting time pay, in violation of  
2 Labor Code §§ 201-204, 510, 558, 1174, 1198, 1199, and the applicable IWC Wage Orders; (b)  
3 failing to reimburse all business-related expenses in violation of Labor Code § 2802; and (c)  
4 failing to provide accurate itemized wage statements in violation of Labor Code § 226(a).

5 64. Because of Defendant's above-stated Labor Code violations, Plaintiff is an  
6 "aggrieved employee" as defined in Labor Code § 2699(a). As such, Plaintiff brings this cause  
7 of action on behalf of the State of California for violations committed against all similarly  
8 situated Aggrieved Employees of Defendant.

9 65. On or about April 13, 2020, Plaintiff sent written notice to the California Labor &  
10 Workforce Development Agency ("LWDA") of the above-stated Labor Code violations  
11 committed by Defendants, pursuant to Labor Code § 2698, *et seq.* As of the date of the filing of  
12 this Complaint, the LWDA has yet to provide notice to Plaintiff as to whether it intends to  
13 investigate the Labor Code violations provided for in the written notice. In addition to the  
14 LWDA, Plaintiff also sent his written notice to Defendants via certified mail according to Labor  
15 Code § 2699.3.

16 66. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all  
17 applicable civil penalties for Defendants' violation of Labor Code §§ 201-204, 226(a), 510, 558,  
18 1174, 1198, 1199, and 2802, for the time period described above, on behalf of himself and other  
19 Aggrieved Employees.

#### 20 **PRAYER FOR RELIEF**

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

- 23 1. For an order certifying the proposed Classes;
- 24 2. For an order appointing Plaintiff as the representatives of the Classes as described  
25 herein;
- 26 3. For an order appointing counsel for Plaintiff as Class counsel;
- 27 4. Upon the First Cause of Action, for damages and/or penalties, and for costs and  
28 attorneys' fees, pursuant to California Labor Code §§ 201-204, 218.5, 510, 558, 1174, 1194,

1 1198, and 1199;

2 5. Upon the Second Cause of Action, for damages and/or penalties, and for costs and  
3 attorneys' fees, pursuant to California Labor Code § 2802;

4 6. Upon the Third Cause of Action, for damages and/or penalties, and for costs and  
5 attorneys' fees, pursuant to California Labor Code § 226;

6 7. Upon the Fourth Cause of Action, for restitution to Plaintiff and other similarly  
7 affected members of the general public of all funds unlawfully acquired by Defendants by means  
8 of any acts or practices declared by this Court to be in violation of the California Business and  
9 Professions Code § 17200, *et seq.*, and for costs and attorneys' fees;

10 8. Upon the Fifth Cause of Action, for the full amount of civil penalties according to  
11 the PAGA, California Labor Code §§ 226.3 and 2698, *et seq.*, and for costs and attorneys' fees;  
12 and

13 9. On all causes of action for attorneys' fees and costs as provided by the California  
14 Labor Code and Code of Civil Procedure § 1021.5; and

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

16  
17 DATED: May 6, 2020

DIVERSITY LAW GROUP, P.C.

18 By: 

19 Larry W. Lee

20 Mai Tulyathan

21 Attorneys for Plaintiff, the Class, and Aggrieved  
22 Employees  
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