

# SUMMONS (CITACION JUDICIAL)

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

**ENDORSED  
FILED  
ALAMEDA COUNTY**

**DEC 02 2020**

**CLERK OF THE SUPERIOR COURT**

By CROGERS Deputy

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

PRINCETON MANOR HEALTHCARE CENTER, LLC, a California limited liability company; ROCKPORT HEALTHCARE SUPPORT SERVICES, LLC, a California limited liability company; and DOES 1-50, Inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:**

**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

EVELYN NWANSI, an individual, on behalf of herself and on behalf of all persons similarly situated

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

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

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es): Alameda Superior Court

1225 Fallon Street  
Oakland, California 94612

CASE NUMBER:  
(Número del caso) **RG 20083664**

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

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

Shani O. Zakay, Esq., 3990 Old Town Avenue, Ste C204 San Diego, California 92110 Telephone: (619) 255-9047

DATE:  
(Fecha)

**DEC 2 2020**

Clerk, by  
(Secretario)

CROGERS

, Deputy  
(Adjunto)

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

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

[SEAL]

**NOTICE TO THE PERSON SERVED:** You are served

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

|                                                                  |                                                         |
|------------------------------------------------------------------|---------------------------------------------------------|
| under: <input type="checkbox"/> CCP 416.10 (corporation)         | <input type="checkbox"/> CCP 416.60 (minor)             |
| <input type="checkbox"/> CCP 416.20 (defunct corporation)        | <input type="checkbox"/> CCP 416.70 (conservatee)       |
| <input type="checkbox"/> CCP 416.40 (association or partnership) | <input type="checkbox"/> CCP 416.90 (authorized person) |
| <input type="checkbox"/> other (specify):                        |                                                         |
4. ☐ by personal delivery on (date):

1 ZAKAY LAW GROUP, APLC  
2 Shani O. Zakay (State Bar #277924)  
3 3990 Old Town Avenue, Suite C204  
San Diego, CA 92110  
Telephone: (619)255-9047; Facsimile: (858) 404-9203

4 Additional counsel on next page\*  
5 Attorneys for Plaintiff

ENDORSED  
FILED  
ALAMEDA COUNTY

DEC 02 2020

CLERK OF THE SUPERIOR COURT

By [Signature] Deputy

6 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
7 IN AND FOR THE COUNTY OF ALAMEDA

8 EVELYN NWANSI, an individual, on behalf  
9 of herself and on behalf of all persons similarly  
situated,

10 Plaintiff,

11 v.

12 PRINCETON MANOR HEALTHCARE  
13 CENTER, LLC, a California limited liability  
company; ROCKPORT HEALTHCARE  
14 SUPPORT SERVICES, LLC, a California  
limited liability company; and DOES 1-50,  
Inclusive,

15 Defendants.

Case No: **RG20083664**

CLASS ACTION COMPLAINT FOR:

- 1) UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §17200 *et seq*;
- 2) FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 6) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
- 7) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
- 8) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
- 9) VIOLATIONS OF THE PRIVATE ATTORNEY GENERAL ACT PURSUANT TO LABOR CODE SECTIONS 2698, *et seq*;
- 10) FAILURE TO PROVIDE PERSONNEL FILES IN VIOLATION OF CAL. LAB. CODE § 1198.5.
- 11) WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;

DEMAND FOR A JURY TRIAL

VIA FAX

1 **JCL LAW FIRM, APC**  
2 Jean-Claude Lapuyade (State Bar #248676)  
3 3990 Old Town Avenue, Suite C204  
4 San Diego, CA 92110  
5 Telephone: (619)599-8292; Facsimile: (619) 599-8291  
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28 Attorneys for Plaintiff

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

5 **PRELIMINARY ALLEGATIONS**

6 1. Defendant PRINCETON MANOR HEALTHCARE CENTER, LLC  
7 (“Princeton”) is a California limited liability company and at all relevant times mentioned herein  
8 conducted and continues to conduct substantial and regular business in California. Defendant  
9 ROCKPORT HEALTHCARE SUPPORT SERVICES, LLC (“Rockport”) is a California  
10 limited liability company and at all relevant times mentioned herein conducted and continues to  
11 conduct substantial and regular business in California. Defendant Princeton and Defendant  
12 Rockport are referred to herein collectively as “Defendant,” “DEFENDANT,” “Defendants” or  
13 “DEFENDANTS.”

14 2. Defendant Rockport and Defendant Princeton were the joint employers of  
15 PLAINTIFF as evidenced by the contracts signed and by the company the PLAINTIFF  
16 performed work for respectively, and are therefore jointly responsible as employers for the  
17 conduct alleged herein and collectively referred to herein as “DEFENDANTS”.

18 3. DEFENDANTS, operate a healthcare center in the City of Oakland, County of  
19 Alameda.

20 4. PLAINTIFF was employed by DEFENDANTS in California as a non-exempt  
21 employee entitled to minimum wages, overtime pay and meal and rest periods from March 2018  
22 to July 2020. PLAINTIFF was at all times relevant mentioned herein classified by  
23 DEFENDANTS as a non-exempt employee paid in whole or in part on an hourly basis.

24 5. PLAINTIFF brings this Class Action on behalf of himself and a California class,  
25 defined as all individuals who are or previously were employed by Defendant Rockport and/or  
26 Defendant Princeton in California and classified as non-exempt employees (the “CALIFORNIA  
27 CLASS”) at any time between April 6, 2016 and on the date as determined by the Court (the  
28 “CALIFORNIA CLASS PERIOD”). The amount in controversy for the aggregate claim of  
CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

1           6.     PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA  
2 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during  
3 the CALIFORNIA CLASS PERIOD caused by DEFENDANT's uniform policy and practice  
4 which failed to lawfully compensate these employees for all their time worked, including  
5 overtime worked. DEFENDANT's uniform policy and practice alleged herein is an unlawful,  
6 unfair and deceptive business practice whereby DEFENDANT retained and continues to retain  
7 wages due to PLAINTIFF and the other members of the CALIFORNIA CLASS. PLAINTIFF  
8 and the other members of the CALIFORNIA CLASS seek an injunction enjoining such conduct  
9 by DEFENDANT in the future, relief for the named PLAINTIFF and the other members of the  
10 CALIFORNIA CLASS who have been economically injured by DEFENDANT's past and  
11 current unlawful conduct, and all other appropriate legal and equitable relief.

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

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

## **THE CONDUCT**

9. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were required to pay PLAINTIFF and the CALIFORNIA CLASS Members for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time to time, DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS Members to work without paying them for all the time they were under DEFENDANTS' control. Specifically, DEFENDANTS required PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF'S off-duty meal break, as well as before her shift started and after her shift ended. DEFENDANTS instructed PLAINTIFF to work off the clock in order to avoid working overtime. PLAINTIFF was also often interrupted by work assignments during her breaks. Indeed there were many days where PLAINTIFF did not even receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA CLASS Members, from time to time, forfeited minimum wage and overtime compensation by working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime rates. DEFENDANT'S uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANT'S business records.

10. During the CALIFORNIA CLASS PERIOD, DEFENDANT did not have in place an immutable timekeeping system to accurately record and pay PLAINTIFF and other CALIFORNIA CLASS Members for the actual time these employees worked each day, including overtime hours. As a result DEFENDANT was able to and did in fact unlawfully, and unilaterally alter the time recorded in DEFENDANT's timekeeping system for PLAINTIFF and the members of the CALIFORNIA CLASS in order to avoid paying these employees the applicable overtime compensation for overtime worked and to avoid paying these employees for missed meal breaks. As a result, PLAINTIFF and other CALIFORNIA CLASS Members, from time to time, forfeited time worked by working without their time being accurately recorded and without compensation at the applicable overtime rates.

1           11.       The mutability of the timekeeping system also allowed DEFENDANTS to alter  
2 employee time records by recording fictitious thirty (30) minute meal breaks in  
3 DEFENDANTS' timekeeping system so as to create the appearance that PLAINTIFF and other  
4 CALIFORNIA CLASS Members clocked out for a thirty (30) minute meal break when in fact  
5 the employees were not at all times provided an off-duty meal break. This practice is a direct  
6 result of DEFENDANTS' uniform policy and practice of denying employees uninterrupted  
7 thirty (30) minute off-duty meal breaks each day or otherwise compensate them for missed meal  
8 breaks

9           12.       As a result of their rigorous work schedules, PLAINTIFF and other  
10 CALIFORNIA CLASS Members were also from time to time unable to take off duty meal  
11 breaks and were not fully relieved of duty for meal periods. PLAINTIFF and other  
12 CALIFORNIA CLASS Members were required to perform work as ordered by DEFENDANTS  
13 for more than five (5) hours during a shift without receiving an off-duty meal break. Further,  
14 DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a  
15 second off-duty meal period each workday in which these employees were required by  
16 DEFENDANTS to work ten (10) hours of work. PLAINTIFF and the other CALIFORNIA  
17 CLASS Members therefore forfeited meal breaks without additional compensation and in  
18 accordance with DEFENDANTS' strict corporate policy and practice

19           13.       During the CALIFORNIA CLASS PERIOD, from time to time, PLAINTIFF and  
20 other CALIFORNIA CLASS Members were also required to work in excess of four (4) hours  
21 without being provided ten (10) minute rest periods. Further, these employees were denied their  
22 first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4)  
23 hours, a first and second rest period of at least ten (10) minutes for some shifts worked of  
24 between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10)  
25 minutes for some shifts worked of ten (10) hours or more. PLAINTIFF and other  
26 CALIFORNIA CLASS Members were also not provided with one hour wages in lieu thereof.  
27 As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS  
28

1 Members were periodically denied their proper rest periods by DEFENDANTS and  
2 DEFENDANTS' managers.

3 14. When PLAINTIFF and other CALIFORNIA CLASS Members were not paid all  
4 wages owed to them, and/or missed meal and rest breaks, DEFENDANTS also failed to provide  
5 PLAINTIFF and the other members of the CALIFORNIA CLASS with complete and accurate  
6 wage statements which failed to show, among other things, the time worked, including, work  
7 performed in excess of eight (8) hours in a workday and/or forty (40) hours in any workweek,  
8 and the correct penalty payments or missed meal and rest periods. Cal. Lab. Code § 226  
9 provides that every employer shall furnish each of his or her employees with an accurate  
10 itemized wage statement in writing showing, among other things, gross wages earned and all  
11 applicable hourly rates in effect during the pay period and the corresponding amount of time  
12 worked at each hourly rate. Aside, from the violations listed above in this paragraph,  
13 DEFENDANTS failed to issue to PLAINTIFF an itemized wage statement that lists all the  
14 requirements under California Labor Code 226 *et seq.*,. As a result, from time to time  
15 DEFENDANTS provided PLAINTIFF and the other members of the CALIFORNIA CLASS  
16 with wage statements which violated Cal. Lab. Code § 226.

17 15. By reason of this uniform conduct applicable to PLAINTIFF and all  
18 CALIFORNIA CLASS Members, DEFENDANTS committed acts of unfair competition in  
19 violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et*  
20 *seq.*(the "UCL"), by engaging in a company-wide policy and procedure which failed to  
21 accurately calculate and record the correct time and overtime for the time worked by  
22 PLAINTIFF and other CALIFORNIA CLASS Members. The proper recording of these  
23 employees' time is the DEFENDANTS' burden. As a result of DEFENDANTS's intentional  
24 disregard of the obligation to meet this burden, DEFENDANT failed to properly calculate  
25 and/or pay all required compensation for work performed by the members of the CALIFORNIA  
26 CLASS and violated the California Labor Code and regulations promulgated thereunder as  
27 herein alleged.

1           16. DEFENDANTS as a matter of corporate policy, practice and procedure,  
2 intentionally, knowingly and systematically failed to reimburse and indemnify the PLAINTIFF  
3 and the other CALIFORNIA CLASS Members for required business expenses incurred by the  
4 PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence of discharging  
5 their duties on behalf of DEFENDANTS. Under California Labor Code Section 2802,  
6 employers are required to indemnify employees for all expenses incurred in the course and  
7 scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall  
8 indemnify his or her employee for all necessary expenditures or losses incurred by the employee  
9 in direct consequence of the discharge of his or her duties, or of his or her obedience to the  
10 directions of the employer, even though unlawful, unless the employee, at the time of obeying  
11 the directions, believed them to be unlawful."

12           17. In the course of their employment, PLAINTIFF and other CALIFORNIA  
13 CLASS Members as a business expense, were required by DEFENDANTS to use their own  
14 personal cellular phones as a result of and in furtherance of their job duties as employees for  
15 DEFENDANTS but were not reimbursed or indemnified by DEFENDANTS for the cost  
16 associated with the use of their personal cellular phones for DEFENDANTS' benefit.  
17 Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required by  
18 DEFENDANTS to use their personal cell phones to for work related issues. As a result, in the  
19 course of their employment with DEFENDANTS the PLAINTIFF and other members of the  
20 CALIFORNIA CLASS incurred unreimbursed business expenses which included, but were not  
21 limited to, costs related to the use of their personal cellular phones all on behalf of and for the  
22 benefit of DEFENDANTS.

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

1 rest breaks is the DEFENDANTS' burden. As a result of DEFENDANTS' intentional disregard  
2 of the obligation to meet this burden, DEFENDANTS failed to properly calculate and/or pay all  
3 required compensation for work performed by the members of the CALIFORNIA CLASS and  
4 violated the California Labor Code and regulations promulgated thereunder as herein alleged.

5 19. Specifically as to PLAINTIFF's pay, PLAINTIFF was from time to time unable  
6 to take off duty meal and rest breaks and was not fully relieved of duty for her meal periods.  
7 PLAINTIFF was required to perform work as ordered by DEFENDANT for more than five (5)  
8 hours during a shift without receiving an off-duty meal break. Further, DEFENDANT failed to  
9 provide PLAINTIFF with a second off-duty meal period each workday in which she was  
10 required by DEFENDANT to work ten (10) hours of work. PLAINTIFF therefore forfeited meal  
11 and rest breaks without additional compensation and in accordance with DEFENDANTS' strict  
12 corporate policy and practice. To date, DEFENDANTS have not fully paid PLAINTIFF the  
13 minimum wage and overtime compensation still owed to her or any penalty wages owed to them  
14 under Cal. Lab. Code § 203. The amount in controversy for PLAINTIFF individually does not  
15 exceed the sum or value of \$75,000.

16 20. In 2020, while employed by DEFENDANT, PLAINTIFF engaged in protected  
17 activity by complaining to DEFENDANT of DEFENDANT's illegal employment practices,  
18 including, but not limited to, DEFENDANT's failure to properly provide meal and rest breaks  
19 and DEFENDANT.

20 21. Subsequent to PLAINTIFF's participation in protective activity by complaining  
21 to DEFENDANT of DEFENDANT's unlawful employment practices, DEFENDANT subjected  
22 PLAINTIFF to adverse employment actions by retaliating against PLAINTIFF. Specifically,  
23 after PLAINTIFF complained to her supervisor(s) of DEFENDANT's unlawful employment  
24 practices during 2020, DEFENDANT suspended without pay, and subsequently terminated  
25 PLAINTIFF's employment with DEFENDANT in July 2020. As a result, there is a causal link  
26 between the protected activity and DEFENDANT's decision to terminate her employment,  
27 which is against public policy.  
28

1 **JURISDICTION AND VENUE**

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

6 23. Venue is proper in this Court pursuant to California Code of Civil Procedure,  
7 Sections 395 and 395.5, because DEFENDANTS (i) currently maintain and at all relevant times  
8 maintained offices and facilities in this County and/or conducts substantial business in this  
9 County, and (ii) committed the wrongful conduct herein alleged in this County against members  
10 of the CALIFORNIA CLASS and CALIFORNIA LABOR SUB-CLASS

11 **THE CALIFORNIA CLASS**

12 24. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive  
13 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class  
14 Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as all  
15 individuals who are or previously were employed by Defendant Princeton and/or Defendant  
16 Rockport in California and classified as non-exempt employees (the "CALIFORNIA CLASS")  
17 at any time between April 6, 2016 and the date as determined by the Court (the "CALIFORNIA  
18 CLASS PERIOD"). The amount in controversy for the aggregate claim of CALIFORNIA  
19 CLASS Members is under five million dollars (\$5,000,000.00).

20 25. On April 6, 2020, due to the impact of the COVID-19 pandemic on California's  
21 judicial branch, the Judicial Council of California issued Emergency Rule Number 9 which  
22 states that, "Notwithstanding any other law, the statutes of limitation for civil causes of action  
23 are tolled from April 6, 2020, until 90 days after the Governor declare that the state of  
24 emergency related COVID-19 pandemic is lifted."

25 26. To the extent equitable tolling operates to toll claims by the CALIFORNIA  
26 CLASS against DEFENDANTS, the CALIFORNIA CLASS PERIOD should be adjusted  
27 accordingly.  
28

1           27.     The CALIFORNIA CLASS is so numerous that joinder of all CALIFORNIA  
2 CLASS Members is impracticable.

3           28.     DEFENDANTS uniformly violated the rights of the CALIFORNIA CLASS  
4 under California law by:

- 5           a.     Violating the California Unfair Competition Laws, Cal. Bus. & Prof. Code §§  
6                 17200, *et seq.*, by unlawfully, unfairly and/or deceptively having in place  
7                 company policies, practices and procedures that failed to pay all wages due the  
8                 CALIFORNIA CLASS for all minimum wages and overtime worked.
- 9           b.     Committing an act of unfair competition in violation of the California Unfair  
10                Competition Laws, Cal. Bus. & Prof. Code §§ 17200, *et seq.*, by failing to  
11                provide mandatory meal and/or rest breaks to PLAINTIFF and the  
12                CALIFORNIA CLASS members;

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

- 15           a.     The persons who comprise the CALIFORNIA CLASS are so numerous that the  
16                 joinder of all such persons is impracticable and the disposition of their claims as  
17                 a class will benefit the parties and the Court;
- 18           b.     Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are  
19                 raised in this Complaint are common to the CALIFORNIA CLASS will apply  
20                 uniformly to every member of the CALIFORNIA CLASS;
- 21           c.     The claims of the representative PLAINTIFF are typical of the claims of each  
22                 member of the CALIFORNIA CLASS. PLAINTIFF, like all the other members  
23                 of the CALIFORNIA CLASS, was subjected to the uniform employment  
24                 practices of DEFENDANTS and was a non-exempt employee paid on an hourly  
25                 basis and paid additional non-discretionary incentive wages who was subjected  
26                 to the DEFENDANTS' practice and policy which failed to pay the correct rate of  
27                 overtime wages due to the CALIFORNIA CLASS for all overtime worked by the  
28                 CALIFORNIA CLASS and thereby systematically under pays overtime

1 compensation to the CALIFORNIA CLASS. PLAINTIFF sustained economic  
2 injury as a result of DEFENDANTS' employment practices. PLAINTIFF and the  
3 members of the CALIFORNIA CLASS were and are similarly or identically  
4 harmed by the same unlawful, deceptive, unfair and pervasive pattern of  
5 misconduct engaged in by DEFENDANTS; and

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

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

- 15 a. Without class certification and determination of declaratory, injunctive, statutory  
16 and other legal questions within the class format, prosecution of separate actions  
17 by individual members of the CALIFORNIA CLASS will create the risk of:
- 18 i. Inconsistent or varying adjudications with respect to individual members  
19 of the CALIFORNIA CLASS which would establish incompatible  
20 standards of conduct for the parties opposing the CALIFORNIA CLASS;  
21 and/or;
- 22 ii. Adjudication with respect to individual members of the CALIFORNIA  
23 CLASS which would as a practical matter be dispositive of interests of  
24 the other members not party to the adjudication or substantially impair or  
25 impede their ability to protect their interests.
- 26 b. The parties opposing the CALIFORNIA CLASS have acted or refused to act on  
27 grounds generally applicable to the CALIFORNIA CLASS, making appropriate  
28 class-wide relief with respect to the CALIFORNIA CLASS as a whole in that

1 DEFENDANTS uniformly failed to pay all wages due, including the correct  
2 overtime rate, for all time worked by the members of the CALIFORNIA CLASS  
3 as required by law;

4 i. With respect to the First Cause of Action, the final relief on behalf of the  
5 CALIFORNIA CLASS sought does not relate exclusively to restitution  
6 because through this claim PLAINTIFF seek declaratory relief holding  
7 that the DEFENDANTS' policy and practices constitute unfair  
8 competition, along with declaratory relief, injunctive relief, and incidental  
9 equitable relief as may be necessary to prevent and remedy the conduct  
10 declared to constitute unfair competition;

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

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

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

26 1. Inconsistent or varying adjudications with respect to individual  
27 members of the CALIFORNIA CLASS, which would establish  
28

incompatible standards of conduct for the DEFENDANTS;  
and/or;

2. 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;

iii. 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 DEFENDANTS, which may adversely affect an individual's job with DEFENDANTS or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and

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

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

a. The questions of law and fact common to the CALIFORNIA CLASS predominate over any question affecting only individual CALIFORNIA CLASS Members because the DEFENDANTS' 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;

- c. The members of the CALIFORNIA CLASS are so numerous that it is impractical to bring all members of the CALIFORNIA CLASS before the Court;
- d. PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be able to obtain effective and economic legal redress unless the action is maintained as a Class Action;
- e. There is a community of interest in obtaining appropriate legal and equitable relief for the acts of unfair competition, statutory violations and other improprieties, and in obtaining adequate compensation for the damages and injuries which DEFENDANTS' actions have inflicted upon the CALIFORNIA CLASS;
- f. There is a community of interest in ensuring that the combined assets of DEFENDANTS are sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries sustained;
- g. DEFENDANTS have acted or refused to act on grounds generally applicable to the CALIFORNIA CLASS, thereby making final class-wide relief appropriate with respect to the CALIFORNIA CLASS as a whole;
- h. The members of the CALIFORNIA CLASS are readily ascertainable from the business records of DEFENDANTS; and
- i. Class treatment provides manageable judicial treatment calculated to bring an efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANTS as to the members of the CALIFORNIA CLASS.

32. DEFENDANTS maintain records from which the Court can ascertain and identify by job title each of DEFENDANTS' employees who as have been systematically, intentionally and uniformly subjected to DEFENDANTS' company policy, practices and

1 procedures as herein alleged. PLAINTIFF will seek leave to amend the Complaint to include  
2 any additional job titles of similarly situated employees when they have been identified.

### 3 **THE CALIFORNIA LABOR SUB-CLASS**

4 33. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth, Seventh, and  
5 Ninth causes of Action on behalf of a California sub-class, defined as all members of the  
6 CALIFORNIA CLASS classified as non-exempt employees (the “CALIFORNIA LABOR  
7 SUB-CLASS”) at any time during the period beginning April 6, 2017 and ending on the date as  
8 determined by the Court (the “CALIFORNIA LABOR SUB-CLASS PERIOD”) pursuant to  
9 Cal. Code of Civ. Proc. § 382. The amount in controversy for the aggregate claim of  
10 CALIFORNIA LABOR SUB-CLASS Members is under five million dollars (\$5,000,000.00).

11 34. DEFENDANTS, as a matter of company policy, practice and procedure, and in  
12 violation of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage Order  
13 requirements, and the applicable provisions of California law, intentionally, knowingly, and  
14 willfully, engaged in a practice whereby DEFENDANTS failed to correctly pay for all time  
15 worked by PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS,  
16 even though DEFENDANTS enjoyed the benefit of this work, required employees to perform  
17 this work and permitted or suffered to permit this overtime work. DEFENDANTS have  
18 uniformly denied these CALIFORNIA LABOR SUB-CLASS Members minimum and overtime  
19 wages at the correct amount to which these employees are entitled in order to unfairly cheat the  
20 competition and unlawfully profit. To the extent equitable tolling operates to toll claims by the  
21 CALIFORNIA LABOR SUB-CLASS against DEFENDANTS, the CALIFORNIA LABOR  
22 SUB-CLASS PERIOD should be adjusted accordingly.

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

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

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

- 5           a. Whether DEFENDANTS unlawfully failed to pay minimum and overtime  
6           compensation to members of the CALIFORNIA LABOR SUB-CLASS in  
7           violation of the California Labor Code and California regulations and the  
8           applicable California Wage Order;
- 9           b. Whether the members of the CALIFORNIA LABOR SUB-CLASS are entitled  
10           to overtime compensation for overtime worked under the overtime pay  
11           requirements of California law;
- 12           c. Whether DEFENDANTS failed to provide PLAINTIFF and the other members  
13           of the CALIFORNIA LABOR SUB-CLASS with legally required uninterrupted  
14           thirty (30) minute meal breaks and rest periods;
- 15           d. Whether DEFENDANTS failed to provide PLAINTIFF and the other members  
16           of the CALIFORNIA LABOR SUB-CLASS with accurate itemized wage  
17           statements;
- 18           e. Whether DEFENDANTS have engaged in unfair competition by the above-listed  
19           conduct;
- 20           f. The proper measure of damages and penalties owed to the members of the  
21           CALIFORNIA LABOR SUB-CLASS; and
- 22           g. Whether DEFENDANTS' conduct was willful.

23           38. DEFENDANTS, as a matter of company policy, practice and procedure, failed to  
24 accurately pay for the CALIFORNIA LABOR SUB-CLASS Members and failed to provide  
25 accurate records of the time worked by these employees. All of the CALIFORNIA LABOR  
26 SUB-CLASS Members, including PLAINTIFF, were non-exempt employees who were paid  
27 on an hourly basis by DEFENDANTS according to uniform and systematic company  
28 procedures as alleged herein above. This business practice was uniformly applied to each and

every member of the CALIFORNIA LABOR SUB-CLASS, and therefore, the propriety of this conduct can be adjudicated on a class-wide basis.

39. DEFENDANTS violated the rights of the CALIFORNIA LABOR SUB-CLASS under California law by:

- a. Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to accurately pay PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS the correct minimum wage pay for which DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;
- b. Violating Cal. Lab. Code §§ 510, *et seq.*, by failing to accurately pay PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS the correct overtime pay for which DEFENDANTS are liable pursuant to Cal. Lab. Code § 1194 & § 1198;
- c. Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide PLAINTIFF and the other members of the CALIFORNIA CLASS with all legally required off-duty, uninterrupted thirty (30) minute meal breaks and the legally required rest breaks;
- d. Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS with an accurate itemized statement in writing showing time worked at by the employee;
- 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.

40. 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:

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

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

3           a. Without class certification and determination of declaratory, injunctive, statutory  
4 and other legal questions within the class format, prosecution of separate actions  
5 by individual members of the CALIFORNIA LABOR SUB-CLASS will create  
6 the risk of:

7               i. Inconsistent or varying adjudications with respect to individual members  
8 of the CALIFORNIA LABOR SUB-CLASS which would establish  
9 incompatible standards of conduct for the parties opposing the  
10 CALIFORNIA LABOR SUB-CLASS; or

11              ii. Adjudication with respect to individual members of the CALIFORNIA  
12 LABOR SUB-CLASS which would as a practical matter be dispositive of  
13 interests of the other members not party to the adjudication or  
14 substantially impair or impede their ability to protect their interests.

15           b. The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted or  
16 refused to act on grounds generally applicable to the CALIFORNIA LABOR  
17 SUB-CLASS, making appropriate class-wide relief with respect to the  
18 CALIFORNIA LABOR SUB-CLASS as a whole in that DEFENDANTS  
19 uniformly failed to pay all wages due, including the correct overtime rate, for all  
20 overtime worked by the members of the CALIFORNIA LABOR SUB-CLASS as  
21 required by law;

22           c. Common questions of law and fact predominate as to the members of the  
23 CALIFORNIA LABOR SUB-CLASS, with respect to the practices and  
24 violations of California Law as listed above, and predominate over any question  
25 affecting only individual CALIFORNIA LABOR SUB-CLASS Members, and a  
26 Class Action is superior to other available methods for the fair and efficient  
27 adjudication of the controversy, including consideration of:  
28

- i. The interests of the members of the CALIFORNIA LABOR SUB-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 LABOR SUB-CLASS Members when compared to the substantial expense and burden of individual prosecution of this litigation;
- ii. Class certification will obviate the need for unduly duplicative litigation that would create the risk of:
  1. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA LABOR SUB-CLASS, which would establish incompatible standards of conduct for the DEFENDANTS; and/or,
  2. Adjudications with respect to individual members of the CALIFORNIA LABOR SUB-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;
- iii. In the context of wage litigation because a substantial number of individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their legal rights out of fear of retaliation by DEFENDANTS, which may adversely affect an individual's job with DEFENDANTS or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,
- iv. A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment will obviate the need for unduly and unnecessary duplicative litigation that is

likely to result in the absence of certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

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

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

- 1 g. DEFENDANTS have acted or refused to act on grounds generally applicable to  
2 the CALIFORNIA LABOR SUB-CLASS, thereby making final class-wide relief  
3 appropriate with respect to the CALIFORNIA LABOR SUB-CLASS as a whole;
- 4 h. The members of the CALIFORNIA LABOR SUB-CLASS are readily  
5 ascertainable from the business records of DEFENDANTS. The CALIFORNIA  
6 LABOR SUB-CLASS consists of all CALIFORNIA CLASS Members classified  
7 as non-exempt employees during the CALIFORNIA LABOR SUB-CLASS  
8 PERIOD; and
- 9 i. Class treatment provides manageable judicial treatment calculated to bring an  
10 efficient and rapid conclusion to all litigation of all wage and hour related claims  
11 arising out of the conduct of DEFENDANTS as to the members of the  
12 CALIFORNIA LABOR SUB-CLASS.

13  
14 **FIRST CAUSE OF ACTION**

15 **UNLAWFUL BUSINESS PRACTICES**

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

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

18 43. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and  
19 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this  
20 Complaint.

21 44. DEFENDANTS are a “person” as that term is defined under Cal. Bus. And Prof.  
22 Code § 17021.

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

27 Any person who engages, has engaged, or proposes to engage in unfair competition may  
28 be enjoined in any court of competent jurisdiction. The court may make such orders or  
judgments, including the appointment of a receiver, as 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. (Cal. Bus. & Prof. Code § 17203).

46. By the conduct alleged herein, DEFENDANTS has engaged and continues to engage in a business practice which violates California law, including but not limited to, the applicable Wage Order(s), the California Code of Regulations and the California Labor Code including Sections 201, 202, 203, 204, 206.5, 226.7, 510, 512, 558, 1194, 1197 & 1197.1, 1198, and 2802 for which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

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

48. By the conduct alleged herein, DEFENDANTS' practices were deceptive and fraudulent in that DEFENDANTS' uniform policy and practice failed to pay PLAINTIFF, and other members of the CALIFORNIA CLASS, minimum wages, wages due for overtime worked, and failed to provide the required amount of overtime compensation, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages wrongfully withheld.

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

1           50. By the conduct alleged herein, DEFENDANTS' practices were also unfair and  
2 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to provide  
3 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members.

4           51. Therefore, PLAINTIFF demands on behalf of himself and on behalf of each  
5 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty  
6 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay  
7 for each workday in which a second off-duty meal period was not timely provided for each ten  
8 (10) hours of work.

9           52. PLAINTIFF further demands on behalf of himself and on behalf of each  
10 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period  
11 was not timely provided as required by law.

12           53. By and through the unlawful and unfair business practices described herein,  
13 DEFENDANTS have obtained valuable property, money and services from PLAINTIFF and the  
14 other members of the CALIFORNIA CLASS, including earned wages for all overtime worked,  
15 and has deprived them of valuable rights and benefits guaranteed by law and contract, all to the  
16 detriment of these employees and to the benefit of DEFENDANTS so as to allow  
17 DEFENDANTS to unfairly compete against competitors who comply with the law.

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

23           55. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,  
24 and do, seek such relief as may be necessary to restore to them the money and property which  
25 DEFENDANTS have acquired, or of which PLAINTIFF and the other members of the  
26 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and  
27 unfair business practices, including earned but unpaid wages for all overtime worked.  
28

1           56. PLAINTIFF and the other members of the CALIFORNIA CLASS are further  
2 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair  
3 and deceptive, and that injunctive relief should be issued restraining DEFENDANTS from  
4 engaging in any unlawful and unfair business practices in the future.

5           57. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,  
6 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices  
7 of DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated.  
8 As a result of the unlawful and unfair business practices described herein, PLAINTIFF and the  
9 other members of the CALIFORNIA CLASS have suffered and will continue to suffer  
10 irreparable legal and economic harm unless DEFENDANTS are restrained from continuing to  
11 engage in these unlawful and unfair business practices.

12  
13                                   **SECOND CAUSE OF ACTION**

14                                   **FAILURE TO PAY MINIMUM WAGES**  
15                                   **(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

16                   **(Alleged By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS against ALL**  
17                                   **Defendants)**

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

21           59. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS  
22 bring a claim for DEFENDANTS' willful and intentional violations of the California Labor  
23 Code and the Industrial Welfare Commission requirements for DEFENDANTS' failure to  
24 accurately calculate and pay minimum wages to PLAINTIFF and CALIFORNIA CLASS  
25 Members.

26           60. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and  
27 public policy, an employer must timely pay its employees for all hours worked.  
28

1           61. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the  
2 commission is the minimum wage to be paid to employees, and the payment of a wage less than  
3 the minimum so fixed is unlawful.

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

6           63. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and  
7 the other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct  
8 amount of time they work. As set forth herein, DEFENDANTS' uniform policy and practice  
9 was to unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the  
10 other members of the CALIFORNIA LABOR SUB-CLASS.

11           64. DEFENDANTS' uniform pattern of unlawful wage and hour practices  
12 manifested, without limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a  
13 whole, as a result of implementing a uniform policy and practice that denies accurate  
14 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-  
15 CLASS in regards to minimum wage pay.

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

22           66. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,  
23 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did not  
24 receive the correct minimum wage compensation for their time worked for DEFENDANTS.

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

28           68. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned  
compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-  
CLASS for the true 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 69. DEFENDANTS knew or should have known that PLAINTIFFS and the other  
5 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for their time  
6 worked. DEFENDANTS 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 DEFENDANTS perpetrated this systematic scheme by refusing to  
9 pay PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS the  
10 correct minimum wages for their time worked.

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

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

**THIRD CAUSE OF ACTION**

**FAILURE TO PAY OVERTIME COMPENSATION  
(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

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

72. 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.

73. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS bring a claim for DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial Welfare Commission requirements for DEFENDANTS' failure to properly compensate the members of the CALIFORNIA LABOR SUB-CLASS for all overtime worked, including, work performed in excess of eight (8) hours in a workday and/or forty (40) hours in any workweek.

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

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

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

77. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time they worked, including overtime work.

78. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of implementing a uniform policy and practice that failed to accurately record

1 overtime worked by PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-  
2 CLASS, and denied accurate compensation to PLAINTIFF and the other members of the  
3 CALIFORNIA LABOR SUB-CLASS for overtime worked, including, the work performed in  
4 excess of eight (8) hours in a workday and/or forty (40) hours in any workweek.

5 79. In committing these violations of the California Labor Code, DEFENDANT acted  
6 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of  
7 the California Labor Code, the Industrial Welfare Commission requirements and other  
8 applicable laws and regulations.

9 80. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,  
10 PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS did not  
11 receive full compensation for all overtime worked.

12 81. Cal. Lab. Code § 515 sets out various categories of employees who are exempt  
13 from the overtime requirements of the law. None of these exemptions are applicable to  
14 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS. Further  
15 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS are not subject  
16 to a valid collective bargaining agreement that would preclude the causes of action contained  
17 herein this Complaint. Rather, PLAINTIFF bring this Action on behalf of themselves and the  
18 CALIFORNIA LABOR SUB-CLASS based on DEFENDANTS' violations of non-negotiable,  
19 non-waivable rights provided by the State of California.

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

23 83. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of  
24 the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they worked which was  
25 in excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194  
26 & 1198, even though PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-  
27 CLASS were required to work, and did in fact work, overtime as to which DEFENDANTS  
28 failed to accurately record and pay using the applicable overtime rate as evidenced by  
DEFENDANTS' business records and witnessed by employees.

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

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

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

21       87. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS  
22 therefore request recovery of all unpaid wages, including overtime wages, according to proof,  
23 interest, statutory costs, as well as the assessment of any statutory penalties against  
24 DEFENDANTS, in a sum as provided by the California Labor Code and/or other applicable  
25 statutes. To the extent overtime compensation is determined to be owed to the CALIFORNIA  
26 LABOR SUB-CLASS Members who have terminated their employment, DEFENDANTS'  
27 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be  
28 entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein  
on behalf of these CALIFORNIA LABOR SUB-CLASS Members. DEFENDANTS' conduct as

1 alleged herein was willful, intentional and not in good faith. Further, PLAINTIFF and other  
2 CALIFORNIA LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

3 **FOURTH CAUSE OF ACTION**

4 **FAILURE TO PROVIDE REQUIRED MEAL PERIODS**

5 **(Cal. Lab. Code §§ 226.7 & 512)**

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

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

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

23 90. DEFENDANTS further violated California Labor Code §§ 226.7 and the  
24 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR  
25 SUB-CLASS Members who were not provided a meal period, in accordance with the applicable  
26 Wage Order, one additional hour of compensation at each employee's regular rate of pay for  
27 each workday that a meal period was not provided.  
28

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

4  
5                                   **FIFTH CAUSE OF ACTION**

6                                   **FAILURE TO PROVIDE REQUIRED REST PERIODS**

7                                   **(Cal. Lab. Code §§ 226.7 & 512)**

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

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

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

23           94. DEFENDANTS further violated California Labor Code §§ 226.7 and the  
24 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR  
25 SUB-CLASS Members who were not provided a rest period, in accordance with the applicable  
26 Wage Order, one additional hour of compensation at each employee's regular rate of pay for  
27 each workday that rest period was not provided.  
28

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

## **SIXTH CAUSE OF ACTION**

## FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS

**(Cal. Lab. Code § 226)**

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

96. 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.

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

- a. Gross wages earned;
- b. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;
- c. The number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
- d. All deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;
- e. Net wages earned;
- f. The inclusive dates of the period for which the employee is paid;
- g. The name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement;

- 1           h. The name and address of the legal entity that is the employer; and
- 2           i. All applicable hourly rates in effect during the pay period and the corresponding
- 3           number of hours worked at each hourly rate by the employee.

4           98. When PLAINTIFF and other CALIFORNIA CLASS Members were not paid all

5 wages owed to them and/or missed meal and rest breaks, DEFENDANTS also failed to provide

6 PLAINTIFF and the other members of the CALIFORNIA CLASS with complete and accurate

7 wage statements which failed to show, among other things, the correct time worked, including,

8 work performed in excess of eight (8) hours in a workday and/or forty (40) hours in any

9 workweek, and the correct penalty payments or missed meal and rest periods. Cal. Lab. Code §

10 226 provides that every employer shall furnish each of his or her employees with an accurate

11 itemized wage statement in writing showing, among other things, gross wages earned and all

12 applicable hourly rates in effect during the pay period and the corresponding amount of time

13 worked at each hourly rate. Aside from the violations listed above in this paragraph,

14 DEFENDANTS failed to issue to PLAINTIFF an itemized wage statement that lists all the

15 requirements under California Labor Code 226 *et seq.* As a result, from time to time

16 DEFENDANTS provided PLAINTIFF and the other members of the CALIFORNIA CLASS

17 with wage statements which violated Cal. Lab. Code § 226.

18           99. DEFENDANTS knowingly and intentionally failed to comply with Cal. Labor

19 Code § 226, causing injury and damages to the PLAINTIFF and the other members of the

20 CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs

21 expended calculating the time worked and the amount of employment taxes which were not

22 properly paid to state and federal tax authorities. These damages are difficult to estimate.

23 Therefore, PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS

24 may elect to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in

25 which the violation occurred, and one hundred dollars (\$100.00) for each violation in a

26 subsequent pay period pursuant to Cal. Lab. Code § 226, in an amount according to proof at the

27 time of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and

28 each respective member of the CALIFORNIA LABOR SUB-CLASS herein).

1 **SEVENTH CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES WHEN DUE**

3 **(Cal. Lab. Code §§201, 202, 203)**

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

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

9 101. Cal. Lab. Code § 200 provides that:

10 As used in this article:(a) "Wages" includes all amounts for labor performed by  
11 employees of every description, whether the amount is fixed or ascertained by the  
12 standard of time, task, piece, Commission basis, or other method of calculation.  
13 (b) "Labor" includes labor, work, or service whether rendered or performed under  
14 contract, subcontract, partnership, station plan, or other agreement if the labor to  
15 be paid for is performed personally by the person demanding payment.

16 102. Cal. Lab. Code § 201 provides, in relevant part, that "If an employer discharges  
17 an employee, the wages earned and unpaid at the time of discharge are due and payable  
18 immediately."

19 103. Cal. Lab. Code § 202 provides, in relevant part, that:

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

29 104. There was no definite term in PLAINTIFF'S or any CALIFORNIA LABOR  
30 SUB-CLASS Members' employment contract.

31 105. Cal. Lab. Code § 203 provides:

32 If an employer willfully fails to pay, without abatement or reduction, in  
33 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee  
34 who is discharged or who quits, the wages of the employee shall continue as a

1 penalty from the due date thereof at the same rate until paid or until an action  
2 therefor is commenced; but the wages shall not continue for more than 30 days.

3 106. The employment of PLAINTIFF and many CALIFORNIA LABOR SUB-  
4 CLASS Members terminated and DEFENDANTS have not tendered payment of overtime  
5 wages, to these employees who actually worked overtime, as required by law.

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

### 12 **EIGHTH CAUSE OF ACTION**

#### 13 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

14 **[Cal. Lab. Code §§ 2698 et seq.]**

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

16 108. PLAINTIFF realleges and incorporate by this reference, as though fully set forth  
17 herein, the prior paragraphs of this Complaint.

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

28 110. PLAINTIFF, and such persons that may be added from time to time who satisfy  
the requirements and exhaust the administrative procedures under the Private Attorney General

1 Act, bring this Representative Action on behalf of the State of California with respect to herself  
2 and all individuals who are or previously were employed by DEFENDANTS in California  
3 during the time period of April 6, 2019 until the present (the "AGGRIEVED EMPLOYEES").

4 111. On September 23, 2020 PLAINTIFF gave written notice by certified mail to the  
5 Labor and Workforce Development Agency (the "Agency") and the employer of the  
6 specific provisions of this code alleged to have been violated as required by Labor Code §  
7 2699.3. See **Exhibit #1**, attached hereto and incorporated by this reference herein. The  
8 statutory waiting period for PLAINTIFF to add these allegations to the Complaint has expired.  
9 As a result, pursuant to Section 2699.3, PLAINTIFF may now commence a representative civil  
10 action under PAGA pursuant to Section 2699 as the proxy of the State of California with respect  
11 to all AGGRIEVED EMPLOYEES as herein defined.

12 112. The policies, acts and practices heretofore described were and are an unlawful  
13 business act or practice because Defendant (a) failed to pay PLAINTIFF and other  
14 AGGRIEVED EMPLOYEES minimum wages and overtime wages, (b) failed to provide  
15 PLAINTIFF and other AGGRIEVED EMPLOYEES legally required meal and rest breaks, (c)  
16 failed to provide accurate itemized wage statements, and (d) failed to timely pay wages, all in  
17 violation of the applicable Labor Code sections listed in Labor Code §2699.5, including but not  
18 limited to Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 558, 1194, 1197, 1197.1,  
19 1198, 2802 and the applicable Industrial Wage Order(s), and thereby gives rise to statutory  
20 penalties as a result of such conduct. PLAINTIFF hereby seeks recovery of civil penalties as  
21 prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of the  
22 State of California for the illegal conduct perpetrated on PLAINTIFF and the other  
23 AGGRIEVED EMPLOYEES.

24 113. Some or all of the conduct and violations alleged herein occurred during the  
25 PAGA PERIOD. To the extent that any of the conduct and violations alleged herein did not  
26 affect PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations  
27 that affected other AGGRIEVED EMPLOYEES. (*Carrington v. Starbucks Corp.* (2018) 30  
28 Cal.App.5th 504, 519; See also *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.  
App. 5th 745, 751 ["PAGA allows an "aggrieved employee"—a person affected by **at least one**

1 Labor Code violation committed by an employer—to pursue penalties for all the Labor Code  
2 violations committed by that employer.”], Emphasis added, reh'g denied (June 13, 2018).)

3  
4 **NINTH CAUSE OF ACTION**

5 **FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES**

6 **(Cal. Lab. Code §§ 2802)**

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

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

12 115. Cal. Lab. Code § 2802 provides, in relevant part, that:

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

18 116. At all relevant times herein, DEFENDANTS violated Cal. Lab. Code § 2802, by  
19 failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS  
20 members for required expenses incurred in the discharge of their job duties for DEFENDANTS’  
21 benefit. DEFENDANT failed to reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-  
22 CLASS members for expenses which included, but were not limited to, costs related to using  
23 their personal cellular phones all on behalf of and for the benefit of DEFENDANTS.  
24 Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required by  
25 DEFENDANTS to use their personal cell phones to respond to work related issues.  
26 DEFENDANTS’ uniform policy, practice and procedure was to not reimburse PLAINTIFF and  
27 the CALIFORNIA LABOR SUB-CLASS members for expenses resulting from using their  
28 personal cellular phones for DEFENDANTS within the course and scope of their employment  
for DEFENDANTS. These expenses were necessary to complete their principal job duties.  
DEFENDANTS are estopped by DEFENDANTS’ conduct to assert any waiver of this

1 expectation. Although these expenses were necessary expenses incurred by PLAINTIFF and the  
2 CALIFORNIA LABOR SUB-CLASS members, DEFENDANTS failed to indemnify and  
3 reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for these  
4 expenses as an employer is required to do under the laws and regulations of California.

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

9  
10 **TENTH CAUSE OF ACTION**  
11 **FOR FAILURE TO PROVIDE PERSONNEL FILES**  
12 **[Cal. Lab. Code § 1198.5]**  
13 **(Alleged by PLAINTIFF against all Defendants)**

14 118. On July 15, 2020, Plaintiff counsel of record, as Plaintiff's legal representative,  
15 caused a written request via certified mail to be delivered to DEFENDANTS for Plaintiff  
16 Montoya's personnel and employment records, including but not limited to (1) payroll records, (2)  
17 employment contracts; (3) itemized pay stubs, and (4) Plaintiff Montoya complete employment  
18 file, true and correct copies of which are attached hereto as **Exhibit 2**.

19 119. Defendants failed to provide and/or make available to Plaintiff her personnel  
20 records, payroll records, employment contracts, and entire employment file within thirty (30) days  
21 of all her requests stated above. In fact, as of the filing of this Complaint, Defendant still failed to  
22 pay Plaintiff the statutory penalty in the amount of \$750.

23 120. DEFENDANT has violated Cal. Lab. Code Section 1198.5 by failing to respond  
24 and provide Plaintiff with her employment file. Section 1198.5 states that employees (and former  
25 employees) have the right to inspect personnel records maintained by the employer "related to the  
26 employee's performance or to any grievance concerning the employee." Employers must allow  
27 inspection or copying within thirty (30) days of the request. Plaintiff requested her employment  
28 file via certified mail and DEFENDANTS failed to respond. As a result, Plaintiff is now entitled

1 to and requests injunctive relief to obtain compliance with Cal. Lab. Code Section 1198.5, a  
2 statutory penalty of \$750, and an award of attorneys' fees and costs for bringing this action.

3  
4 **ELEVENTH CAUSE OF ACTION**

5 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

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

7 121. PLAINTIFF realleges and incorporate by this reference, as though fully set forth  
8 herein, the prior paragraphs of this Complaint.

9 122. Subsequent to PLAINTIFF's participation in protective activity by complaining  
10 to DEFENDANT of DEFENDANTS' unlawful employment practices, DEFENDANTS  
11 subjected PLAINTIFF to adverse employment actions by retaliating against PLAINTIFF.  
12 Specifically, after PLAINTIFF complained to her supervisor(s) of DEFENDANTS' unlawful  
13 employment practices during 2020, DEFENDANTS suspended without pay and subsequently  
14 terminated PLAINTIFF's employment with Defendants in early July 2020. As a result, there is a  
15 causal link between the protected activity and DEFENDANTS' decision to terminate her  
16 employment, which is against public policy.

17 123. PLAINTIFF raised complaints of illegality while he worked for DEFENDANTS  
18 and was believed to be willing to raise complaints, and DEFENDANTS retaliated against him  
19 by taking adverse employment actions, including employment termination, against him.

20 124. As a proximate result of DEFENDANTS' willful, knowing, and intentional  
21 misconduct, PLAINTIFF has suffered and continues to suffer humiliation, emotional distress,  
22 and mental and physical pain and anguish, all to her damage in a sum according to proof.

23 125. As a result of DEFENDANTS' adverse employment actions against  
24 PLAINTIFF, PLAINTIFF has suffered general and special damages in sums according to proof.

25 126. DEFENDANTS' misconduct was committed intentionally, in a malicious,  
26 oppressive manner, and fraudulent manner entitling PLAINTIFF to punitive damages against  
27 DEFENDANTS.  
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**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for a judgment against each Defendants, jointly and severally, as follows:

1. On behalf of the CALIFORNIA CLASS:

- a. That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- b. An order temporarily, preliminarily and permanently enjoining and restraining DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
- c. An order requiring DEFENDANTS to pay all wages and all sums unlawfully withheld from compensation due to PLAINTIFFS and the other members of the CALIFORNIA CLASS; and
- d. Restitutionary disgorgement of DEFENDANTS' ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANTS' 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 Ninth 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 wages and overtime compensation and unreimbursed expenses 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. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order;
- d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per 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; and

e. 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 § 203.

f. Penalties pursuant to Cal. Lab. Code §1198.5.

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

a. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of 2004; and

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

4. On behalf of PLAINTIFF for the Eleventh causes of action:

A) Compensatory damages, according to proof at trial, but in excess of \$25,000.

B) Special and General damages according to proof;

C) Statutory damages, penalties and attorney's fees;

E) For loss of earnings (both past and future); and,

F) For interest at the legal rate in an amount according to proof.

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Shani O. Zakay  
Attorney for Plaintiff

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Shani O. Zakay  
Attorney for Plaintiff

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**EXHIBIT 1**



ZAKAY LAW GROUP

A PROFESSIONAL LAW CORPORATION

Client #31101

September 23, 2020

**Via Online Filing to LWDA and Certified Mail to Defendant**

**Labor and Workforce Development Agency**

Online Filing

|                                                                                                                            |                                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| <b>PRINCETON MANOR HEALTHCARE CENTER, LLC</b><br>c/o DAVID S SILVER<br>5670 WILSHIRE BLVD STE 1862<br>LOS ANGELES CA 90036 | <b>ROCKPORT HEALTHCARE SUPPORT SERVICES, LLC</b><br>c/o JAMES VALLON<br>3699 WILSHIRE BLVD SUITE 1000<br>LOS ANGELES CA 90010 |
|----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|

**Re: Notice of Violations of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 558, 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:

Our offices represent Plaintiff Evelyn Nwansi ("Plaintiff"), and other aggrieved employees in a proposed lawsuit against **Princeton Manor Healthcare Center, LLC**, a California limited liability company and **Rockport Healthcare Support Services, LLC** a California limited liability company ("Defendants"). Plaintiff was employed by Defendants in California between March 2018 and July 2020 as a non-exempt employee, entitled to payment of all wages and the legally required meal and rest breaks, as well as minimum and overtime wages. Defendants, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks. Defendants also failed to pay Plaintiff's and other aggrieved employees' minimum wages and overtime and meal and rest break premiums. Defendants also failed to reimburse Plaintiff and other aggrieved employees for business-related expenses. As a consequence of the aforementioned violations, Plaintiff further contends that Defendants failed to provide accurate wage statements to her, and other aggrieved employees, in violation of California Labor Code section 226(a). Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, violates 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 proposed Complaint by Plaintiff against Defendants, which (1) identifies the alleged violations, (2) details the facts and theories which support the alleged violations, (3) details the specific work performed by Plaintiff, (4) sets forth the people/entities,

dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (5) 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 Defendants as authorized by California Labor Code section 2695, *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 Statute of 2004 on behalf of Plaintiff and all aggrieved California employees.

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

Sincerely,



Shani O. Zakay  
Attorney for Evelyn Nawnsi

**ZAKAY LAW GROUP, APLC**  
Shani O. Zakay (State Bar #277924)  
3990 Old Town Avenue, Suite C204  
San Diego, CA 92110  
Telephone: (619)255-9047; Facsimile: (858) 404-9203

Additional counsel on next page\*  
Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF ALAMEDA**

EVELYN NWANSI, an individual, on behalf  
of herself and on behalf of all persons similarly  
situated,

Plaintiff,

v.

PRINCETON MANOR HEALTHCARE  
CENTER, LLC, a California limited liability  
company; ROCKPORT HEALTHCARE  
SUPPORT SERVICES, LLC, a California  
limited liability company; and DOES 1-50,  
Inclusive,

Defendants.

Case No:

**CLASS ACTION COMPLAINT FOR:**

- 1) UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §17200 *et seq*;
- 2) FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 6) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
- 7) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
- 8) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
- 9) VIOLATIONS OF THE PRIVATE ATTORNEY GENERAL ACT PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*;
- 10) FAILURE TO PROVIDE PERSONNEL FILES IN VIOLATION OF CAL. LAB. CODE § 1198.5.
- 11) WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;

**DEMAND FOR A JURY TRIAL**

1 **JCL LAW FIRM, APC**  
2 Jean-Claude Lapuyade (State Bar #248676)  
3 3990 Old Town Avenue, Suite C204  
4 San Diego, CA 92110  
5 Telephone: (619)599-8292; Facsimile: (619) 599-8291  
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28 Attorneys for Plaintiff

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

5 **PRELIMINARY ALLEGATIONS**

6 1. Defendant PRINCETON MANOR HEALTHCARE CENTER, LLC  
7 (“Princeton”) is a California limited liability company and at all relevant times mentioned herein  
8 conducted and continues to conduct substantial and regular business in California. Defendant  
9 ROCKPORT HEALTHCARE SUPPORT SERVICES, LLC (“Rockport”) is a California  
10 limited liability company and at all relevant times mentioned herein conducted and continues to  
11 conduct substantial and regular business in California. Defendant Princeton and Defendant  
12 Rockport are referred to herein collectively as “Defendant,” “DEFENDANT,” “Defendants” or  
13 “DEFENDANTS.”

14 2. Defendant Rockport and Defendant Princeton were the joint employers of  
15 PLAINTIFF as evidenced by the contracts signed and by the company the PLAINTIFF  
16 performed work for respectively, and are therefore jointly responsible as employers for the  
17 conduct alleged herein and collectively referred to herein as “DEFENDANTS”.

18 3. DEFENDANTS, operate a healthcare center in the City of Oakland, County of  
19 Alameda.

20 4. PLAINTIFF was employed by DEFENDANTS in California as a non-exempt  
21 employee entitled to minimum wages, overtime pay and meal and rest periods from March 2018  
22 to July 2020. PLAINTIFF was at all times relevant mentioned herein classified by  
23 DEFENDANTS as a non-exempt employee paid in whole or in part on an hourly basis.

24 5. PLAINTIFF brings this Class Action on behalf of himself and a California class,  
25 defined as all individuals who are or previously were employed by Defendant Rockport and/or  
26 Defendant Princeton in California and classified as non-exempt employees (the “CALIFORNIA  
27 CLASS”) at any time between April 6, 2016 and on the date as determined by the Court (the  
28 “CALIFORNIA CLASS PERIOD”). The amount in controversy for the aggregate claim of  
CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

1           6.     PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA  
2 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during  
3 the CALIFORNIA CLASS PERIOD caused by DEFENDANT's uniform policy and practice  
4 which failed to lawfully compensate these employees for all their time worked, including  
5 overtime worked. DEFENDANT's uniform policy and practice alleged herein is an unlawful,  
6 unfair and deceptive business practice whereby DEFENDANT retained and continues to retain  
7 wages due to PLAINTIFF and the other members of the CALIFORNIA CLASS. PLAINTIFF  
8 and the other members of the CALIFORNIA CLASS seek an injunction enjoining such conduct  
9 by DEFENDANT in the future, relief for the named PLAINTIFF and the other members of the  
10 CALIFORNIA CLASS who have been economically injured by DEFENDANT's past and  
11 current unlawful conduct, and all other appropriate legal and equitable relief.

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

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

## **THE CONDUCT**

9. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were required to pay PLAINTIFF and the CALIFORNIA CLASS Members for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time to time, DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS Members to work without paying them for all the time they were under DEFENDANTS' control. Specifically, DEFENDANTS required PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF'S off-duty meal break, as well as before her shift started and after her shift ended. DEFENDANTS instructed PLAINTIFF to work off the clock in order to avoid working overtime. PLAINTIFF was also often interrupted by work assignments during her breaks. Indeed there were many days where PLAINTIFF did not even receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA CLASS Members, from time to time, forfeited minimum wage and overtime compensation by working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime rates. DEFENDANT'S uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANT'S business records.

10. During the CALIFORNIA CLASS PERIOD, DEFENDANT did not have in place an immutable timekeeping system to accurately record and pay PLAINTIFF and other CALIFORNIA CLASS Members for the actual time these employees worked each day, including overtime hours. As a result DEFENDANT was able to and did in fact unlawfully, and unilaterally alter the time recorded in DEFENDANT's timekeeping system for PLAINTIFF and the members of the CALIFORNIA CLASS in order to avoid paying these employees the applicable overtime compensation for overtime worked and to avoid paying these employees for missed meal breaks. As a result, PLAINTIFF and other CALIFORNIA CLASS Members, from time to time, forfeited time worked by working without their time being accurately recorded and without compensation at the applicable overtime rates.

1           11.       The mutability of the timekeeping system also allowed DEFENDANTS to alter  
2 employee time records by recording fictitious thirty (30) minute meal breaks in  
3 DEFENDANTS' timekeeping system so as to create the appearance that PLAINTIFF and other  
4 CALIFORNIA CLASS Members clocked out for a thirty (30) minute meal break when in fact  
5 the employees were not at all times provided an off-duty meal break. This practice is a direct  
6 result of DEFENDANTS' uniform policy and practice of denying employees uninterrupted  
7 thirty (30) minute off-duty meal breaks each day or otherwise compensate them for missed meal  
8 breaks

9           12.       As a result of their rigorous work schedules, PLAINTIFF and other  
10 CALIFORNIA CLASS Members were also from time to time unable to take off duty meal  
11 breaks and were not fully relieved of duty for meal periods. PLAINTIFF and other  
12 CALIFORNIA CLASS Members were required to perform work as ordered by DEFENDANTS  
13 for more than five (5) hours during a shift without receiving an off-duty meal break. Further,  
14 DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a  
15 second off-duty meal period each workday in which these employees were required by  
16 DEFENDANTS to work ten (10) hours of work. PLAINTIFF and the other CALIFORNIA  
17 CLASS Members therefore forfeited meal breaks without additional compensation and in  
18 accordance with DEFENDANTS' strict corporate policy and practice

19           13.       During the CALIFORNIA CLASS PERIOD, from time to time, PLAINTIFF and  
20 other CALIFORNIA CLASS Members were also required to work in excess of four (4) hours  
21 without being provided ten (10) minute rest periods. Further, these employees were denied their  
22 first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4)  
23 hours, a first and second rest period of at least ten (10) minutes for some shifts worked of  
24 between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10)  
25 minutes for some shifts worked of ten (10) hours or more. PLAINTIFF and other  
26 CALIFORNIA CLASS Members were also not provided with one hour wages in lieu thereof.  
27 As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS  
28

1 Members were periodically denied their proper rest periods by DEFENDANTS and  
2 DEFENDANTS' managers.

3 14. When PLAINTIFF and other CALIFORNIA CLASS Members were not paid all  
4 wages owed to them, and/or missed meal and rest breaks, DEFENDANTS also failed to provide  
5 PLAINTIFF and the other members of the CALIFORNIA CLASS with complete and accurate  
6 wage statements which failed to show, among other things, the time worked, including, work  
7 performed in excess of eight (8) hours in a workday and/or forty (40) hours in any workweek,  
8 and the correct penalty payments or missed meal and rest periods. Cal. Lab. Code § 226  
9 provides that every employer shall furnish each of his or her employees with an accurate  
10 itemized wage statement in writing showing, among other things, gross wages earned and all  
11 applicable hourly rates in effect during the pay period and the corresponding amount of time  
12 worked at each hourly rate. Aside, from the violations listed above in this paragraph,  
13 DEFENDANTS failed to issue to PLAINTIFF an itemized wage statement that lists all the  
14 requirements under California Labor Code 226 *et seq.*,. As a result, from time to time  
15 DEFENDANTS provided PLAINTIFF and the other members of the CALIFORNIA CLASS  
16 with wage statements which violated Cal. Lab. Code § 226.

17 15. By reason of this uniform conduct applicable to PLAINTIFF and all  
18 CALIFORNIA CLASS Members, DEFENDANTS committed acts of unfair competition in  
19 violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et*  
20 *seq.*(the "UCL"), by engaging in a company-wide policy and procedure which failed to  
21 accurately calculate and record the correct time and overtime for the time worked by  
22 PLAINTIFF and other CALIFORNIA CLASS Members. The proper recording of these  
23 employees' time is the DEFENDANTS' burden. As a result of DEFENDANTS's intentional  
24 disregard of the obligation to meet this burden, DEFENDANT failed to properly calculate  
25 and/or pay all required compensation for work performed by the members of the CALIFORNIA  
26 CLASS and violated the California Labor Code and regulations promulgated thereunder as  
27 herein alleged.

1           16. DEFENDANTS as a matter of corporate policy, practice and procedure,  
2 intentionally, knowingly and systematically failed to reimburse and indemnify the PLAINTIFF  
3 and the other CALIFORNIA CLASS Members for required business expenses incurred by the  
4 PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence of discharging  
5 their duties on behalf of DEFENDANTS. Under California Labor Code Section 2802,  
6 employers are required to indemnify employees for all expenses incurred in the course and  
7 scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall  
8 indemnify his or her employee for all necessary expenditures or losses incurred by the employee  
9 in direct consequence of the discharge of his or her duties, or of his or her obedience to the  
10 directions of the employer, even though unlawful, unless the employee, at the time of obeying  
11 the directions, believed them to be unlawful."

12           17. In the course of their employment, PLAINTIFF and other CALIFORNIA  
13 CLASS Members as a business expense, were required by DEFENDANTS to use their own  
14 personal cellular phones as a result of and in furtherance of their job duties as employees for  
15 DEFENDANTS but were not reimbursed or indemnified by DEFENDANTS for the cost  
16 associated with the use of their personal cellular phones for DEFENDANTS' benefit.  
17 Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required by  
18 DEFENDANTS to use their personal cell phones to for work related issues. As a result, in the  
19 course of their employment with DEFENDANTS the PLAINTIFF and other members of the  
20 CALIFORNIA CLASS incurred unreimbursed business expenses which included, but were not  
21 limited to, costs related to the use of their personal cellular phones all on behalf of and for the  
22 benefit of DEFENDANTS.

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

1 rest breaks is the DEFENDANTS' burden. As a result of DEFENDANTS' intentional disregard  
2 of the obligation to meet this burden, DEFENDANTS failed to properly calculate and/or pay all  
3 required compensation for work performed by the members of the CALIFORNIA CLASS and  
4 violated the California Labor Code and regulations promulgated thereunder as herein alleged.

5 19. Specifically as to PLAINTIFF's pay, PLAINTIFF was from time to time unable  
6 to take off duty meal and rest breaks and was not fully relieved of duty for her meal periods.  
7 PLAINTIFF was required to perform work as ordered by DEFENDANT for more than five (5)  
8 hours during a shift without receiving an off-duty meal break. Further, DEFENDANT failed to  
9 provide PLAINTIFF with a second off-duty meal period each workday in which she was  
10 required by DEFENDANT to work ten (10) hours of work. PLAINTIFF therefore forfeited meal  
11 and rest breaks without additional compensation and in accordance with DEFENDANTS' strict  
12 corporate policy and practice. To date, DEFENDANTS have not fully paid PLAINTIFF the  
13 minimum wage and overtime compensation still owed to her or any penalty wages owed to them  
14 under Cal. Lab. Code § 203. The amount in controversy for PLAINTIFF individually does not  
15 exceed the sum or value of \$75,000.

16 20. In 2020, while employed by DEFENDANT, PLAINTIFF engaged in protected  
17 activity by complaining to DEFENDANT of DEFENDANT's illegal employment practices,  
18 including, but not limited to, DEFENDANT's failure to properly provide meal and rest breaks  
19 and DEFENDANT.

20 21. Subsequent to PLAINTIFF's participation in protective activity by complaining  
21 to DEFENDANT of DEFENDANT's unlawful employment practices, DEFENDANT subjected  
22 PLAINTIFF to adverse employment actions by retaliating against PLAINTIFF. Specifically,  
23 after PLAINTIFF complained to her supervisor(s) of DEFENDANT's unlawful employment  
24 practices during 2020, DEFENDANT suspended without pay, and subsequently terminated  
25 PLAINTIFF's employment with DEFENDANT in July 2020. As a result, there is a causal link  
26 between the protected activity and DEFENDANT's decision to terminate her employment,  
27 which is against public policy.  
28

1 **JURISDICTION AND VENUE**

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

6 23. Venue is proper in this Court pursuant to California Code of Civil Procedure,  
7 Sections 395 and 395.5, because DEFENDANTS (i) currently maintain and at all relevant times  
8 maintained offices and facilities in this County and/or conducts substantial business in this  
9 County, and (ii) committed the wrongful conduct herein alleged in this County against members  
10 of the CALIFORNIA CLASS and CALIFORNIA LABOR SUB-CLASS

11 **THE CALIFORNIA CLASS**

12 24. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive  
13 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class  
14 Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as all  
15 individuals who are or previously were employed by Defendant Princeton and/or Defendant  
16 Rockport in California and classified as non-exempt employees (the "CALIFORNIA CLASS")  
17 at any time between April 6, 2016 and the date as determined by the Court (the "CALIFORNIA  
18 CLASS PERIOD"). The amount in controversy for the aggregate claim of CALIFORNIA  
19 CLASS Members is under five million dollars (\$5,000,000.00).

20 25. On April 6, 2020, due to the impact of the COVID-19 pandemic on California's  
21 judicial branch, the Judicial Council of California issued Emergency Rule Number 9 which  
22 states that, "Notwithstanding any other law, the statutes of limitation for civil causes of action  
23 are tolled from April 6, 2020, until 90 days after the Governor declare that the state of  
24 emergency related COVID-19 pandemic is lifted."

25 26. To the extent equitable tolling operates to toll claims by the CALIFORNIA  
26 CLASS against DEFENDANTS, the CALIFORNIA CLASS PERIOD should be adjusted  
27 accordingly.  
28

1           27.     The CALIFORNIA CLASS is so numerous that joinder of all CALIFORNIA  
2 CLASS Members is impracticable.

3           28.     DEFENDANTS uniformly violated the rights of the CALIFORNIA CLASS  
4 under California law by:

- 5           a.     Violating the California Unfair Competition Laws, Cal. Bus. & Prof. Code §§  
6                 17200, *et seq.*, by unlawfully, unfairly and/or deceptively having in place  
7                 company policies, practices and procedures that failed to pay all wages due the  
8                 CALIFORNIA CLASS for all minimum wages and overtime worked.
- 9           b.     Committing an act of unfair competition in violation of the California Unfair  
10                Competition Laws, Cal. Bus. & Prof. Code §§ 17200, *et seq.*, by failing to  
11                provide mandatory meal and/or rest breaks to PLAINTIFF and the  
12                CALIFORNIA CLASS members;

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

- 15           a.     The persons who comprise the CALIFORNIA CLASS are so numerous that the  
16                 joinder of all such persons is impracticable and the disposition of their claims as  
17                 a class will benefit the parties and the Court;
- 18           b.     Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are  
19                 raised in this Complaint are common to the CALIFORNIA CLASS will apply  
20                 uniformly to every member of the CALIFORNIA CLASS;
- 21           c.     The claims of the representative PLAINTIFF are typical of the claims of each  
22                 member of the CALIFORNIA CLASS. PLAINTIFF, like all the other members  
23                 of the CALIFORNIA CLASS, was subjected to the uniform employment  
24                 practices of DEFENDANTS and was a non-exempt employee paid on an hourly  
25                 basis and paid additional non-discretionary incentive wages who was subjected  
26                 to the DEFENDANTS' practice and policy which failed to pay the correct rate of  
27                 overtime wages due to the CALIFORNIA CLASS for all overtime worked by the  
28                 CALIFORNIA CLASS and thereby systematically under pays overtime

1 compensation to the CALIFORNIA CLASS. PLAINTIFF sustained economic  
2 injury as a result of DEFENDANTS' employment practices. PLAINTIFF and the  
3 members of the CALIFORNIA CLASS were and are similarly or identically  
4 harmed by the same unlawful, deceptive, unfair and pervasive pattern of  
5 misconduct engaged in by DEFENDANTS; and

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

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

- 15 a. Without class certification and determination of declaratory, injunctive, statutory  
16 and other legal questions within the class format, prosecution of separate actions  
17 by individual members of the CALIFORNIA CLASS will create the risk of:
- 18 i. Inconsistent or varying adjudications with respect to individual members  
19 of the CALIFORNIA CLASS which would establish incompatible  
20 standards of conduct for the parties opposing the CALIFORNIA CLASS;  
21 and/or;
- 22 ii. Adjudication with respect to individual members of the CALIFORNIA  
23 CLASS which would as a practical matter be dispositive of interests of  
24 the other members not party to the adjudication or substantially impair or  
25 impede their ability to protect their interests.
- 26 b. The parties opposing the CALIFORNIA CLASS have acted or refused to act on  
27 grounds generally applicable to the CALIFORNIA CLASS, making appropriate  
28 class-wide relief with respect to the CALIFORNIA CLASS as a whole in that

1 DEFENDANTS uniformly failed to pay all wages due, including the correct  
2 overtime rate, for all time worked by the members of the CALIFORNIA CLASS  
3 as required by law;

4 i. With respect to the First Cause of Action, the final relief on behalf of the  
5 CALIFORNIA CLASS sought does not relate exclusively to restitution  
6 because through this claim PLAINTIFF seek declaratory relief holding  
7 that the DEFENDANTS' policy and practices constitute unfair  
8 competition, along with declaratory relief, injunctive relief, and incidental  
9 equitable relief as may be necessary to prevent and remedy the conduct  
10 declared to constitute unfair competition;

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

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

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

26 1. Inconsistent or varying adjudications with respect to individual  
27 members of the CALIFORNIA CLASS, which would establish  
28

incompatible standards of conduct for the DEFENDANTS;  
and/or;

2. 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;

iii. 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 DEFENDANTS, which may adversely affect an individual's job with DEFENDANTS or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and

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

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

a. The questions of law and fact common to the CALIFORNIA CLASS predominate over any question affecting only individual CALIFORNIA CLASS Members because the DEFENDANTS' 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;

- c. The members of the CALIFORNIA CLASS are so numerous that it is impractical to bring all members of the CALIFORNIA CLASS before the Court;
- d. PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be able to obtain effective and economic legal redress unless the action is maintained as a Class Action;
- e. There is a community of interest in obtaining appropriate legal and equitable relief for the acts of unfair competition, statutory violations and other improprieties, and in obtaining adequate compensation for the damages and injuries which DEFENDANTS' actions have inflicted upon the CALIFORNIA CLASS;
- f. There is a community of interest in ensuring that the combined assets of DEFENDANTS are sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries sustained;
- g. DEFENDANTS have acted or refused to act on grounds generally applicable to the CALIFORNIA CLASS, thereby making final class-wide relief appropriate with respect to the CALIFORNIA CLASS as a whole;
- h. The members of the CALIFORNIA CLASS are readily ascertainable from the business records of DEFENDANTS; and
- i. Class treatment provides manageable judicial treatment calculated to bring an efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANTS as to the members of the CALIFORNIA CLASS.

32. DEFENDANTS maintain records from which the Court can ascertain and identify by job title each of DEFENDANTS' employees who as have been systematically, intentionally and uniformly subjected to DEFENDANTS' company policy, practices and

1 procedures as herein alleged. PLAINTIFF will seek leave to amend the Complaint to include  
2 any additional job titles of similarly situated employees when they have been identified.

### 3 **THE CALIFORNIA LABOR SUB-CLASS**

4 33. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth, Seventh, and  
5 Ninth causes of Action on behalf of a California sub-class, defined as all members of the  
6 CALIFORNIA CLASS classified as non-exempt employees (the “CALIFORNIA LABOR  
7 SUB-CLASS”) at any time during the period beginning April 6, 2017 and ending on the date as  
8 determined by the Court (the “CALIFORNIA LABOR SUB-CLASS PERIOD”) pursuant to  
9 Cal. Code of Civ. Proc. § 382. The amount in controversy for the aggregate claim of  
10 CALIFORNIA LABOR SUB-CLASS Members is under five million dollars (\$5,000,000.00).

11 34. DEFENDANTS, as a matter of company policy, practice and procedure, and in  
12 violation of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage Order  
13 requirements, and the applicable provisions of California law, intentionally, knowingly, and  
14 willfully, engaged in a practice whereby DEFENDANTS failed to correctly pay for all time  
15 worked by PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS,  
16 even though DEFENDANTS enjoyed the benefit of this work, required employees to perform  
17 this work and permitted or suffered to permit this overtime work. DEFENDANTS have  
18 uniformly denied these CALIFORNIA LABOR SUB-CLASS Members minimum and overtime  
19 wages at the correct amount to which these employees are entitled in order to unfairly cheat the  
20 competition and unlawfully profit. To the extent equitable tolling operates to toll claims by the  
21 CALIFORNIA LABOR SUB-CLASS against DEFENDANTS, the CALIFORNIA LABOR  
22 SUB-CLASS PERIOD should be adjusted accordingly.

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

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

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

- 5           a. Whether DEFENDANTS unlawfully failed to pay minimum and overtime  
6           compensation to members of the CALIFORNIA LABOR SUB-CLASS in  
7           violation of the California Labor Code and California regulations and the  
8           applicable California Wage Order;
- 9           b. Whether the members of the CALIFORNIA LABOR SUB-CLASS are entitled  
10           to overtime compensation for overtime worked under the overtime pay  
11           requirements of California law;
- 12           c. Whether DEFENDANTS failed to provide PLAINTIFF and the other members  
13           of the CALIFORNIA LABOR SUB-CLASS with legally required uninterrupted  
14           thirty (30) minute meal breaks and rest periods;
- 15           d. Whether DEFENDANTS failed to provide PLAINTIFF and the other members  
16           of the CALIFORNIA LABOR SUB-CLASS with accurate itemized wage  
17           statements;
- 18           e. Whether DEFENDANTS have engaged in unfair competition by the above-listed  
19           conduct;
- 20           f. The proper measure of damages and penalties owed to the members of the  
21           CALIFORNIA LABOR SUB-CLASS; and
- 22           g. Whether DEFENDANTS' conduct was willful.

23           38. DEFENDANTS, as a matter of company policy, practice and procedure, failed to  
24 accurately pay for the CALIFORNIA LABOR SUB-CLASS Members and failed to provide  
25 accurate records of the time worked by these employees. All of the CALIFORNIA LABOR  
26 SUB-CLASS Members, including PLAINTIFF, were non-exempt employees who were paid  
27 on an hourly basis by DEFENDANTS according to uniform and systematic company  
28 procedures as alleged herein above. This business practice was uniformly applied to each and

every member of the CALIFORNIA LABOR SUB-CLASS, and therefore, the propriety of this conduct can be adjudicated on a class-wide basis.

39. DEFENDANTS violated the rights of the CALIFORNIA LABOR SUB-CLASS under California law by:

- a. Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to accurately pay PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS the correct minimum wage pay for which DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;
- b. Violating Cal. Lab. Code §§ 510, *et seq.*, by failing to accurately pay PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS the correct overtime pay for which DEFENDANTS are liable pursuant to Cal. Lab. Code § 1194 & § 1198;
- c. Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide PLAINTIFF and the other members of the CALIFORNIA CLASS with all legally required off-duty, uninterrupted thirty (30) minute meal breaks and the legally required rest breaks;
- d. Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS with an accurate itemized statement in writing showing time worked at by the employee;
- 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.

40. 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:

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

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

3           a. Without class certification and determination of declaratory, injunctive, statutory  
4 and other legal questions within the class format, prosecution of separate actions  
5 by individual members of the CALIFORNIA LABOR SUB-CLASS will create  
6 the risk of:

7                 i. Inconsistent or varying adjudications with respect to individual members  
8 of the CALIFORNIA LABOR SUB-CLASS which would establish  
9 incompatible standards of conduct for the parties opposing the  
10 CALIFORNIA LABOR SUB-CLASS; or

11                ii. Adjudication with respect to individual members of the CALIFORNIA  
12 LABOR SUB-CLASS which would as a practical matter be dispositive of  
13 interests of the other members not party to the adjudication or  
14 substantially impair or impede their ability to protect their interests.

15           b. The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted or  
16 refused to act on grounds generally applicable to the CALIFORNIA LABOR  
17 SUB-CLASS, making appropriate class-wide relief with respect to the  
18 CALIFORNIA LABOR SUB-CLASS as a whole in that DEFENDANTS  
19 uniformly failed to pay all wages due, including the correct overtime rate, for all  
20 overtime worked by the members of the CALIFORNIA LABOR SUB-CLASS as  
21 required by law;

22           c. Common questions of law and fact predominate as to the members of the  
23 CALIFORNIA LABOR SUB-CLASS, with respect to the practices and  
24 violations of California Law as listed above, and predominate over any question  
25 affecting only individual CALIFORNIA LABOR SUB-CLASS Members, and a  
26 Class Action is superior to other available methods for the fair and efficient  
27 adjudication of the controversy, including consideration of:  
28

- i. The interests of the members of the CALIFORNIA LABOR SUB-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 LABOR SUB-CLASS Members when compared to the substantial expense and burden of individual prosecution of this litigation;
- ii. Class certification will obviate the need for unduly duplicative litigation that would create the risk of:
  1. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA LABOR SUB-CLASS, which would establish incompatible standards of conduct for the DEFENDANTS; and/or,
  2. Adjudications with respect to individual members of the CALIFORNIA LABOR SUB-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;
- iii. In the context of wage litigation because a substantial number of individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their legal rights out of fear of retaliation by DEFENDANTS, which may adversely affect an individual's job with DEFENDANTS or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,
- iv. A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment will obviate the need for unduly and unnecessary duplicative litigation that is

likely to result in the absence of certification of this action pursuant to  
Cal. Code of Civ. Proc. § 382.

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

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

- 1 g. DEFENDANTS have acted or refused to act on grounds generally applicable to  
2 the CALIFORNIA LABOR SUB-CLASS, thereby making final class-wide relief  
3 appropriate with respect to the CALIFORNIA LABOR SUB-CLASS as a whole;
- 4 h. The members of the CALIFORNIA LABOR SUB-CLASS are readily  
5 ascertainable from the business records of DEFENDANTS. The CALIFORNIA  
6 LABOR SUB-CLASS consists of all CALIFORNIA CLASS Members classified  
7 as non-exempt employees during the CALIFORNIA LABOR SUB-CLASS  
8 PERIOD; and
- 9 i. Class treatment provides manageable judicial treatment calculated to bring an  
10 efficient and rapid conclusion to all litigation of all wage and hour related claims  
11 arising out of the conduct of DEFENDANTS as to the members of the  
12 CALIFORNIA LABOR SUB-CLASS.

13  
14 **FIRST CAUSE OF ACTION**

15 **UNLAWFUL BUSINESS PRACTICES**

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

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

18 43. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and  
19 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this  
20 Complaint.

21 44. DEFENDANTS are a “person” as that term is defined under Cal. Bus. And Prof.  
22 Code § 17021.

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

27 Any person who engages, has engaged, or proposes to engage in unfair competition may  
28 be enjoined in any court of competent jurisdiction. The court may make such orders or  
judgments, including the appointment of a receiver, as 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. (Cal. Bus. & Prof. Code § 17203).

46. By the conduct alleged herein, DEFENDANTS has engaged and continues to engage in a business practice which violates California law, including but not limited to, the applicable Wage Order(s), the California Code of Regulations and the California Labor Code including Sections 201, 202, 203, 204, 206.5, 226.7, 510, 512, 558, 1194, 1197 & 1197.1, 1198, and 2802 for which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

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

48. By the conduct alleged herein, DEFENDANTS' practices were deceptive and fraudulent in that DEFENDANTS' uniform policy and practice failed to pay PLAINTIFF, and other members of the CALIFORNIA CLASS, minimum wages, wages due for overtime worked, and failed to provide the required amount of overtime compensation, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages wrongfully withheld.

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

1           50. By the conduct alleged herein, DEFENDANTS' practices were also unfair and  
2 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to provide  
3 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members.

4           51. Therefore, PLAINTIFF demands on behalf of himself and on behalf of each  
5 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty  
6 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay  
7 for each workday in which a second off-duty meal period was not timely provided for each ten  
8 (10) hours of work.

9           52. PLAINTIFF further demands on behalf of himself and on behalf of each  
10 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period  
11 was not timely provided as required by law.

12           53. By and through the unlawful and unfair business practices described herein,  
13 DEFENDANTS have obtained valuable property, money and services from PLAINTIFF and the  
14 other members of the CALIFORNIA CLASS, including earned wages for all overtime worked,  
15 and has deprived them of valuable rights and benefits guaranteed by law and contract, all to the  
16 detriment of these employees and to the benefit of DEFENDANTS so as to allow  
17 DEFENDANTS to unfairly compete against competitors who comply with the law.

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

23           55. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,  
24 and do, seek such relief as may be necessary to restore to them the money and property which  
25 DEFENDANTS have acquired, or of which PLAINTIFF and the other members of the  
26 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and  
27 unfair business practices, including earned but unpaid wages for all overtime worked.  
28

1           56. PLAINTIFF and the other members of the CALIFORNIA CLASS are further  
2 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair  
3 and deceptive, and that injunctive relief should be issued restraining DEFENDANTS from  
4 engaging in any unlawful and unfair business practices in the future.

5           57. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,  
6 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices  
7 of DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated.  
8 As a result of the unlawful and unfair business practices described herein, PLAINTIFF and the  
9 other members of the CALIFORNIA CLASS have suffered and will continue to suffer  
10 irreparable legal and economic harm unless DEFENDANTS are restrained from continuing to  
11 engage in these unlawful and unfair business practices.

12  
13                                   **SECOND CAUSE OF ACTION**

14                                   **FAILURE TO PAY MINIMUM WAGES**  
15                                   **(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

16                   **(Alleged By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS against ALL**  
17                                   **Defendants)**

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

21           59. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS  
22 bring a claim for DEFENDANTS' willful and intentional violations of the California Labor  
23 Code and the Industrial Welfare Commission requirements for DEFENDANTS' failure to  
24 accurately calculate and pay minimum wages to PLAINTIFF and CALIFORNIA CLASS  
25 Members.

26           60. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and  
27 public policy, an employer must timely pay its employees for all hours worked.  
28

1           61. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the  
2 commission is the minimum wage to be paid to employees, and the payment of a wage less than  
3 the minimum so fixed is unlawful.

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

6           63. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and  
7 the other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct  
8 amount of time they work. As set forth herein, DEFENDANTS' uniform policy and practice  
9 was to unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the  
10 other members of the CALIFORNIA LABOR SUB-CLASS.

11           64. DEFENDANTS' uniform pattern of unlawful wage and hour practices  
12 manifested, without limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a  
13 whole, as a result of implementing a uniform policy and practice that denies accurate  
14 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-  
15 CLASS in regards to minimum wage pay.

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

22           66. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,  
23 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did not  
24 receive the correct minimum wage compensation for their time worked for DEFENDANTS.

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

28           68. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned  
compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-  
CLASS for the true 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 69. DEFENDANTS knew or should have known that PLAINTIFFS and the other  
5 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for their time  
6 worked. DEFENDANTS 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 DEFENDANTS perpetrated this systematic scheme by refusing to  
9 pay PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS the  
10 correct minimum wages for their time worked.

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

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

**THIRD CAUSE OF ACTION**

**FAILURE TO PAY OVERTIME COMPENSATION  
(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

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

72. 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.

73. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS bring a claim for DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial Welfare Commission requirements for DEFENDANTS' failure to properly compensate the members of the CALIFORNIA LABOR SUB-CLASS for all overtime worked, including, work performed in excess of eight (8) hours in a workday and/or forty (40) hours in any workweek.

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

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

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

77. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time they worked, including overtime work.

78. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of implementing a uniform policy and practice that failed to accurately record

1 overtime worked by PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-  
2 CLASS, and denied accurate compensation to PLAINTIFF and the other members of the  
3 CALIFORNIA LABOR SUB-CLASS for overtime worked, including, the work performed in  
4 excess of eight (8) hours in a workday and/or forty (40) hours in any workweek.

5 79. In committing these violations of the California Labor Code, DEFENDANT acted  
6 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of  
7 the California Labor Code, the Industrial Welfare Commission requirements and other  
8 applicable laws and regulations.

9 80. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,  
10 PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS did not  
11 receive full compensation for all overtime worked.

12 81. Cal. Lab. Code § 515 sets out various categories of employees who are exempt  
13 from the overtime requirements of the law. None of these exemptions are applicable to  
14 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS. Further  
15 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS are not subject  
16 to a valid collective bargaining agreement that would preclude the causes of action contained  
17 herein this Complaint. Rather, PLAINTIFF bring this Action on behalf of themselves and the  
18 CALIFORNIA LABOR SUB-CLASS based on DEFENDANTS' violations of non-negotiable,  
19 non-waivable rights provided by the State of California.

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

23 83. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of  
24 the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they worked which was  
25 in excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194  
26 & 1198, even though PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-  
27 CLASS were required to work, and did in fact work, overtime as to which DEFENDANTS  
28 failed to accurately record and pay using the applicable overtime rate as evidenced by  
DEFENDANTS' business records and witnessed by employees.

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

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

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

21       87. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS  
22 therefore request recovery of all unpaid wages, including overtime wages, according to proof,  
23 interest, statutory costs, as well as the assessment of any statutory penalties against  
24 DEFENDANTS, in a sum as provided by the California Labor Code and/or other applicable  
25 statutes. To the extent overtime compensation is determined to be owed to the CALIFORNIA  
26 LABOR SUB-CLASS Members who have terminated their employment, DEFENDANTS'  
27 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be  
28 entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein  
on behalf of these CALIFORNIA LABOR SUB-CLASS Members. DEFENDANTS' conduct as

1 alleged herein was willful, intentional and not in good faith. Further, PLAINTIFF and other  
2 CALIFORNIA LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

3 **FOURTH CAUSE OF ACTION**

4 **FAILURE TO PROVIDE REQUIRED MEAL PERIODS**

5 **(Cal. Lab. Code §§ 226.7 & 512)**

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

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

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

23 90. DEFENDANTS further violated California Labor Code §§ 226.7 and the  
24 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR  
25 SUB-CLASS Members who were not provided a meal period, in accordance with the applicable  
26 Wage Order, one additional hour of compensation at each employee's regular rate of pay for  
27 each workday that a meal period was not provided.  
28

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

4  
5                                   **FIFTH CAUSE OF ACTION**

6                                   **FAILURE TO PROVIDE REQUIRED REST PERIODS**

7                                   **(Cal. Lab. Code §§ 226.7 & 512)**

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

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

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

23           94. DEFENDANTS further violated California Labor Code §§ 226.7 and the  
24 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR  
25 SUB-CLASS Members who were not provided a rest period, in accordance with the applicable  
26 Wage Order, one additional hour of compensation at each employee's regular rate of pay for  
27 each workday that rest period was not provided.  
28

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

## **SIXTH CAUSE OF ACTION**

## FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS

**(Cal. Lab. Code § 226)**

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

96. 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.

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

- a. Gross wages earned;
- b. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;
- c. The number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
- d. All deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;
- e. Net wages earned;
- f. The inclusive dates of the period for which the employee is paid;
- g. The name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement;

- 1           h. The name and address of the legal entity that is the employer; and
- 2           i. All applicable hourly rates in effect during the pay period and the corresponding
- 3           number of hours worked at each hourly rate by the employee.

4           98. When PLAINTIFF and other CALIFORNIA CLASS Members were not paid all

5 wages owed to them and/or missed meal and rest breaks, DEFENDANTS also failed to provide

6 PLAINTIFF and the other members of the CALIFORNIA CLASS with complete and accurate

7 wage statements which failed to show, among other things, the correct time worked, including,

8 work performed in excess of eight (8) hours in a workday and/or forty (40) hours in any

9 workweek, and the correct penalty payments or missed meal and rest periods. Cal. Lab. Code §

10 226 provides that every employer shall furnish each of his or her employees with an accurate

11 itemized wage statement in writing showing, among other things, gross wages earned and all

12 applicable hourly rates in effect during the pay period and the corresponding amount of time

13 worked at each hourly rate. Aside from the violations listed above in this paragraph,

14 DEFENDANTS failed to issue to PLAINTIFF an itemized wage statement that lists all the

15 requirements under California Labor Code 226 *et seq.* As a result, from time to time

16 DEFENDANTS provided PLAINTIFF and the other members of the CALIFORNIA CLASS

17 with wage statements which violated Cal. Lab. Code § 226.

18           99. DEFENDANTS knowingly and intentionally failed to comply with Cal. Labor

19 Code § 226, causing injury and damages to the PLAINTIFF and the other members of the

20 CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs

21 expended calculating the time worked and the amount of employment taxes which were not

22 properly paid to state and federal tax authorities. These damages are difficult to estimate.

23 Therefore, PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS

24 may elect to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in

25 which the violation occurred, and one hundred dollars (\$100.00) for each violation in a

26 subsequent pay period pursuant to Cal. Lab. Code § 226, in an amount according to proof at the

27 time of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and

28 each respective member of the CALIFORNIA LABOR SUB-CLASS herein).

1 **SEVENTH CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES WHEN DUE**

3 **(Cal. Lab. Code §§201, 202, 203)**

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

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

9 101. Cal. Lab. Code § 200 provides that:

10 As used in this article:(a) "Wages" includes all amounts for labor performed by  
11 employees of every description, whether the amount is fixed or ascertained by the  
12 standard of time, task, piece, Commission basis, or other method of calculation.  
13 (b) "Labor" includes labor, work, or service whether rendered or performed under  
14 contract, subcontract, partnership, station plan, or other agreement if the labor to  
15 be paid for is performed personally by the person demanding payment.

16 102. Cal. Lab. Code § 201 provides, in relevant part, that "If an employer discharges  
17 an employee, the wages earned and unpaid at the time of discharge are due and payable  
18 immediately."

19 103. Cal. Lab. Code § 202 provides, in relevant part, that:

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

104. There was no definite term in PLAINTIFF'S or any CALIFORNIA LABOR  
SUB-CLASS Members' employment contract.

105. Cal. Lab. Code § 203 provides:

If an employer willfully fails to pay, without abatement or reduction, in  
accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee  
who is discharged or who quits, the wages of the employee shall continue as a

1 penalty from the due date thereof at the same rate until paid or until an action  
2 therefor is commenced; but the wages shall not continue for more than 30 days.

3 106. The employment of PLAINTIFF and many CALIFORNIA LABOR SUB-  
4 CLASS Members terminated and DEFENDANTS have not tendered payment of overtime  
5 wages, to these employees who actually worked overtime, as required by law.

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

### 12 **EIGHTH CAUSE OF ACTION**

#### 13 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

14 **[Cal. Lab. Code §§ 2698 et seq.]**

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

16 108. PLAINTIFF realleges and incorporate by this reference, as though fully set forth  
17 herein, the prior paragraphs of this Complaint.

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

28 110. PLAINTIFF, and such persons that may be added from time to time who satisfy  
the requirements and exhaust the administrative procedures under the Private Attorney General

1 Act, bring this Representative Action on behalf of the State of California with respect to herself  
2 and all individuals who are or previously were employed by DEFENDANTS in California  
3 during the time period of April 6, 2019 until the present (the "AGGRIEVED EMPLOYEES").

4 111. On \_\_\_\_\_, PLAINTIFF gave written notice by certified mail to the  
5 Labor and Workforce Development Agency (the "Agency") and the employer of the  
6 specific provisions of this code alleged to have been violated as required by Labor Code §  
7 2699.3. See Exhibit #1, attached hereto and incorporated by this reference herein. The  
8 statutory waiting period for PLAINTIFF to add these allegations to the Complaint has expired.  
9 As a result, pursuant to Section 2699.3, PLAINTIFF may now commence a representative civil  
10 action under PAGA pursuant to Section 2699 as the proxy of the State of California with respect  
11 to all AGGRIEVED EMPLOYEES as herein defined.

12 112. The policies, acts and practices heretofore described were and are an unlawful  
13 business act or practice because Defendant (a) failed to pay PLAINTIFF and other  
14 AGGRIEVED EMPLOYEES minimum wages and overtime wages, (b) failed to provide  
15 PLAINTIFF and other AGGRIEVED EMPLOYEES legally required meal and rest breaks, (c)  
16 failed to provide accurate itemized wage statements, and (d) failed to timely pay wages, all in  
17 violation of the applicable Labor Code sections listed in Labor Code §2699.5, including but not  
18 limited to Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 558, 1194, 1197, 1197.1,  
19 1198, 2802 and the applicable Industrial Wage Order(s), and thereby gives rise to statutory  
20 penalties as a result of such conduct. PLAINTIFF hereby seeks recovery of civil penalties as  
21 prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of the  
22 State of California for the illegal conduct perpetrated on PLAINTIFF and the other  
23 AGGRIEVED EMPLOYEES.

24 113. Some or all of the conduct and violations alleged herein occurred during the  
25 PAGA PERIOD. To the extent that any of the conduct and violations alleged herein did not  
26 affect PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations  
27 that affected other AGGRIEVED EMPLOYEES. (*Carrington v. Starbucks Corp.* (2018) 30  
28 Cal.App.5th 504, 519; See also *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.  
App. 5th 745, 751 ["PAGA allows an "aggrieved employee"—a person affected by **at least one**

1 Labor Code violation committed by an employer—to pursue penalties for all the Labor Code  
2 violations committed by that employer.”], Emphasis added, reh'g denied (June 13, 2018).)

3  
4 **NINTH CAUSE OF ACTION**

5 **FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES**

6 **(Cal. Lab. Code §§ 2802)**

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

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

12 115. Cal. Lab. Code § 2802 provides, in relevant part, that:

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

18 116. At all relevant times herein, DEFENDANTS violated Cal. Lab. Code § 2802, by  
19 failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS  
20 members for required expenses incurred in the discharge of their job duties for DEFENDANTS’  
21 benefit. DEFENDANT failed to reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-  
22 CLASS members for expenses which included, but were not limited to, costs related to using  
23 their personal cellular phones all on behalf of and for the benefit of DEFENDANTS.  
24 Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required by  
25 DEFENDANTS to use their personal cell phones to respond to work related issues.  
26 DEFENDANTS’ uniform policy, practice and procedure was to not reimburse PLAINTIFF and  
27 the CALIFORNIA LABOR SUB-CLASS members for expenses resulting from using their  
28 personal cellular phones for DEFENDANTS within the course and scope of their employment  
for DEFENDANTS. These expenses were necessary to complete their principal job duties.  
DEFENDANTS are estopped by DEFENDANTS’ conduct to assert any waiver of this

1 expectation. Although these expenses were necessary expenses incurred by PLAINTIFF and the  
2 CALIFORNIA LABOR SUB-CLASS members, DEFENDANTS failed to indemnify and  
3 reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for these  
4 expenses as an employer is required to do under the laws and regulations of California.

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

9  
10 **TENTH CAUSE OF ACTION**  
11 **FOR FAILURE TO PROVIDE PERSONNEL FILES**  
12 **[Cal. Lab. Code § 1198.5]**  
13 **(Alleged by PLAINTIFF against all Defendants)**

14 118. On July 15, 2020, Plaintiff counsel of record, as Plaintiff's legal representative,  
15 caused a written request via certified mail to be delivered to DEFENDANTS for Plaintiff  
16 Montoya's personnel and employment records, including but not limited to (1) payroll records, (2)  
17 employment contracts; (3) itemized pay stubs, and (4) Plaintiff Montoya complete employment  
18 file, true and correct copies of which are attached hereto as **Exhibit 1**.

19 119. Defendants failed to provide and/or make available to Plaintiff her personnel  
20 records, payroll records, employment contracts, and entire employment file within thirty (30) days  
21 of all her requests stated above. In fact, as of the filing of this Complaint, Defendant still failed to  
22 pay Plaintiff the statutory penalty in the amount of \$750.

23 120. DEFENDANT has violated Cal. Lab. Code Section 1198.5 by failing to respond  
24 and provide Plaintiff with her employment file. Section 1198.5 states that employees (and former  
25 employees) have the right to inspect personnel records maintained by the employer "related to the  
26 employee's performance or to any grievance concerning the employee." Employers must allow  
27 inspection or copying within thirty (30) days of the request. Plaintiff requested her employment  
28 file via certified mail and DEFENDANTS failed to respond. As a result, Plaintiff is now entitled

1 to and requests injunctive relief to obtain compliance with Cal. Lab. Code Section 1198.5, a  
2 statutory penalty of \$750, and an award of attorneys' fees and costs for bringing this action.

3  
4 **ELEVENTH CAUSE OF ACTION**

5 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

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

7 121. PLAINTIFF realleges and incorporate by this reference, as though fully set forth  
8 herein, the prior paragraphs of this Complaint.

9 122. Subsequent to PLAINTIFF's participation in protective activity by complaining  
10 to DEFENDANT of DEFENDANTS' unlawful employment practices, DEFENDANTS  
11 subjected PLAINTIFF to adverse employment actions by retaliating against PLAINTIFF.  
12 Specifically, after PLAINTIFF complained to her supervisor(s) of DEFENDANTS' unlawful  
13 employment practices during 2020, DEFENDANTS suspended without pay and subsequently  
14 terminated PLAINTIFF's employment with Defendants in early July 2020. As a result, there is a  
15 causal link between the protected activity and DEFENDANTS' decision to terminate her  
16 employment, which is against public policy.

17 123. PLAINTIFF raised complaints of illegality while he worked for DEFENDANTS  
18 and was believed to be willing to raise complaints, and DEFENDANTS retaliated against him  
19 by taking adverse employment actions, including employment termination, against him.

20 124. As a proximate result of DEFENDANTS' willful, knowing, and intentional  
21 misconduct, PLAINTIFF has suffered and continues to suffer humiliation, emotional distress,  
22 and mental and physical pain and anguish, all to her damage in a sum according to proof.

23 125. As a result of DEFENDANTS' adverse employment actions against  
24 PLAINTIFF, PLAINTIFF has suffered general and special damages in sums according to proof.

25 126. DEFENDANTS' misconduct was committed intentionally, in a malicious,  
26 oppressive manner, and fraudulent manner entitling PLAINTIFF to punitive damages against  
27 DEFENDANTS.  
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**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for a judgment against each Defendants, jointly and severally, as follows:

1. On behalf of the CALIFORNIA CLASS:

- a. That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- b. An order temporarily, preliminarily and permanently enjoining and restraining DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
- c. An order requiring DEFENDANTS to pay all wages and all sums unlawfully withheld from compensation due to PLAINTIFFS and the other members of the CALIFORNIA CLASS; and
- d. Restitutionary disgorgement of DEFENDANTS' ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANTS' 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 Ninth 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 wages and overtime compensation and unreimbursed expenses 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. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order;
- d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per 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; and

e. 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 § 203.

f. Penalties pursuant to Cal. Lab. Code §1198.5.

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

a. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of 2004; and

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

4. On behalf of PLAINTIFF for the Eleventh causes of action:

A) Compensatory damages, according to proof at trial, but in excess of \$25,000.

B) Special and General damages according to proof;

C) Statutory damages, penalties and attorney's fees;

E) For loss of earnings (both past and future); and,

F) For interest at the legal rate in an amount according to proof.

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**EXHIBIT 2**



3990 Old Town Avenue, Suite C204  
San Diego, CA 92110  
Tel: 619-599-8292  
Fax: 619-599-8291  
Toll Free: 1-888-498-6999  
[www.jcl-lawfirm.com](http://www.jcl-lawfirm.com)

Jean-Claude Lapuyade, Esq.  
jlapuyade@jcl-lawfirm.com

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July 15, 2020

**ROCKPORT ADMINISTRATIVE  
SERVICES, LLC**

c/o Derek Cheung  
3580 Wilshire Blvd., 6<sup>th</sup> Floor  
Los Angeles, CA 90010

***Certified U.S. Mail with Return Receipt No.  
7019 2280 0002 0097 7947***

**PRINCETON MANOR HEALTHCARE  
CENTER, LLC**

c/o David S. Silver  
5670 Wilshire Blvd., Suite 1862  
Los Angeles, CA 90036

***Certified U.S. Mail with Return Receipt No.  
7019 2280 0002 0097 7930***

Re: **EVELYN NWANSI**

Demand for Employee File Pursuant to Labor Code Sections 226, 432 and 1198.5

---

To Whom It May Concern:

Please be advised that the JCL Law Firm, APC and Zakay Law Group, APLC, have been retained by **EVELYN NWANSI** ("Client") to investigate employment law violations. Client works for your company in California. Please direct all future communications regarding this matter to our office.

This letter is written to request copies of all paystubs issued to Client during her tenure of employment with you. Additionally, we would like a copy of Client's complete employment file, including all documents and arbitration agreements signed by Client and all background check disclosure and authorization forms.

Under California Labor Code Section 1198.5, an employer is required to allow an employee to inspect and receive a copy of his or her personnel records which related to the employee's performance or to any grievance concerning the employee. The failure of an employer to permit an employee to review his or her personnel file is a misdemeanor per Labor Code Section 1199. Labor Code Section 432 also entitles an employee to receive copies of any signed documents related to the obtaining or holding of employment.

Additionally, California Labor Code Section 226(b) requires employers to make payroll records available to employees upon reasonable request. Labor Code Section 226(c) further requires that the employer comply with the request for records as soon as practicable, but no later than twenty-one (21) calendar days from the date of request. Finally, Labor Code Section 226(f) entitles employees to recover civil penalties of \$750 against an employer who violates these requirements.

This request is made on behalf of Client in accordance with California Labor Code §§ 226, and 1198.5, as well as the applicable Industrial Welfare Commission Wage Order, § 7(c).

Please provide the records within thirty (30) days from the date of this correspondence. We would be pleased to pay for any reasonable copy charges upon request.

Very truly yours,  
JCL LAW FIRM, APC

A handwritten signature in black ink, appearing to read 'Jean-Claude Lapuyade', written over a horizontal line.

Jean-Claude Lapuyade, Esq.

**AUTHORIZATION FOR RELEASE OF EMPLOYMENT RECORDS**

I, Evelyn Nwansi, ("Client"), do hereby authorize ROCKPORT ADMINISTRATIVE SERVICES, LLC, and/or PRINCETON MANOR HEALTHCARE CENTER, LLC, to release my entire employment file, including all pay statements, time cards issued to me, arbitration agreements signed by me, background disclosure and authorization forms signed by me, and all other documents signed by me from the date of my hire, to my attorneys at the JCL LAW FIRM, APC located at 3990 Old Town Avenue, Suite C204, San Diego, CA 92110.

Respectfully,

\_\_\_\_\_  
Client

DocuSigned by:  
*Evelyn N. Nwansi*  
EF03C0AA9E6540A...

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Princeton Manor Healthcare  
Center, LLC  
c/o David S. Silver  
5670 Wilshire Blvd., Suite 1862  
Los Angeles, CA 90036



9590 9402 4876 9032 4234 06

## 2. Article Number (Transfer from service label)

7019 2280 0002 0097 7930

PS Form 3811, July 2015 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

D. Is delivery address different from item ?? ☐ Yes  
If YES, enter delivery address below ☐ No☐ Agent  
☐ Addressee

C. Date of Delivery

Nwangi 7.15.20

## 3. Service Type

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|------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Adult Signature                         | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery     | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Certified Mail®                         | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery      | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                     | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail                            |                                                                     |

Restricted Delivery

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Rockport Admin. Services, LLC  
 c/o Derek Cheung  
 3580 Wilshire Blvd., 6<sup>th</sup> Floor  
 Los Angeles, CA 90010



9590 9402 5466 9249 9963 84

2. Article Number (Transfer from service label)

7019 2280 0002 0097 7947

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *AW 057 09*

- ☐ Agent  
☐ Addressee

B. Received by (Printed Name)

*Rockport*

C. Date of Delivery

*7-18-20*

D. Is delivery address different from item 1?  
 If YES, enter delivery address below:

- ☐ Yes  
☐ No

*Nwansi 7-15-20*

3. Service Type

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| <input type="checkbox"/> Adult Signature                         | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery     | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Certified Mail®                         | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery      | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                     | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail Restricted Delivery        |                                                                     |

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

7019 2280 0002 0097 7947

| U.S. Postal Service™<br>CERTIFIED MAIL® RECEIPT<br>Domestic Mail Only                           |                  |
|-------------------------------------------------------------------------------------------------|------------------|
| For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> ® |                  |
| OFFICIAL USE                                                                                    |                  |
| Certified Mail Fee<br>\$                                                                        | Postmark<br>Here |
| Extra Services & Fees (check box, add fee as appropriate)                                       |                  |
| <input type="checkbox"/> Return Receipt (hardcopy) \$                                           |                  |
| <input type="checkbox"/> Return Receipt (electronic) \$                                         |                  |
| <input type="checkbox"/> Certified Mail Restricted Delivery \$                                  |                  |
| <input type="checkbox"/> Adult Signature Required \$                                            | Nwansi 7-15-20   |
| <input type="checkbox"/> Adult Signature Restricted Delivery \$                                 |                  |
| Postage<br>\$                                                                                   |                  |
| Total Postage and Fees<br>\$                                                                    |                  |
| Sent To<br>Rockport Admin Services LLC                                                          |                  |
| Street and Apt. No., or PO Box No.                                                              |                  |
| City, State, ZIP+4®                                                                             |                  |
| PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions                      |                  |

7019 2280 0002 0097 7930

| U.S. Postal Service™<br>CERTIFIED MAIL® RECEIPT<br>Domestic Mail Only                           |                  |
|-------------------------------------------------------------------------------------------------|------------------|
| For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> ® |                  |
| OFFICIAL USE                                                                                    |                  |
| Certified Mail Fee<br>\$                                                                        | Postmark<br>Here |
| Extra Services & Fees (check box, add fee as appropriate)                                       |                  |
| <input type="checkbox"/> Return Receipt (hardcopy) \$                                           |                  |
| <input type="checkbox"/> Return Receipt (electronic) \$                                         |                  |
| <input type="checkbox"/> Certified Mail Restricted Delivery \$                                  |                  |
| <input type="checkbox"/> Adult Signature Required \$                                            |                  |
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| Sent To<br>Princeton Manor Healthcare Center                                                    |                  |
| Street and Apt. No., or PO Box No.                                                              |                  |
| City, State, ZIP+4®                                                                             |                  |
| PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions                      |                  |



3990 Old Town Avenue, Suite C204  
San Diego, CA 92110  
Tel: 619-599-8292  
Fax: 619-599-8291  
Toll Free: 1-888-498-6999  
[www.jcl-lawfirm.com](http://www.jcl-lawfirm.com)  
Jean-Claude Lapuyade, Esq.  
jlapuyade@jcl-lawfirm.com

August 24, 2020

**ROCKPORT ADMINISTRATIVE  
SERVICES, LLC**

c/o Derek Cheung  
3580 Wilshire Blvd., 6<sup>th</sup> Floor  
Los Angeles, CA 90010

***Certified U.S. Mail with Return Receipt No.  
7019 2280 0002 0097 7756***

**PRINCETON MANOR HEALTHCARE  
CENTER, LLC**

c/o David S. Silver  
5670 Wilshire Blvd., Suite 1862  
Los Angeles, CA 90036

***Certified U.S. Mail with Return Receipt No.  
7019 2280 0002 0097 7695***

Re: **EVELYN NWANSI**

Demand for Employee File Pursuant to Labor Code Sections 226, 432 and 1198.5

**SECOND AND FINAL ATTEMPT**

To Whom It May Concern:

Please be advised that the JCL Law Firm, APC and Zakay Law Group, APLC, have been retained by **EVELYN NWANSI** ("Client") to investigate employment law violations. Client works for your company in California. Please direct all future communications regarding this matter to our office.

This letter is written to request copies of all paystubs issued to Client during her tenure of employment with you. Additionally, we would like a copy of Client's complete employment file, including all documents and arbitration agreements signed by Client and all background check disclosure and authorization forms.

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This request is made on behalf of Client in accordance with California Labor Code §§ 226, and 1198.5, as well as the applicable Industrial Welfare Commission Wage Order, § 7(c).

Please provide the records within thirty (30) days from the date of this correspondence. We would be pleased to pay for any reasonable copy charges upon request.

Very truly yours,  
JCL LAW FIRM, APC

A handwritten signature in black ink, appearing to read 'Jean-Claude Lapuyade', written over a horizontal line.

Jean-Claude Lapuyade, Esq.

**AUTHORIZATION FOR RELEASE OF EMPLOYMENT RECORDS**

I, Evelyn Nwansi, ("Client"), do hereby authorize ROCKPORT ADMINISTRATIVE SERVICES, LLC, and/or PRINCETON MANOR HEALTHCARE CENTER, LLC, to release my entire employment file, including all pay statements, time cards issued to me, arbitration agreements signed by me, background disclosure and authorization forms signed by me, and all other documents signed by me from the date of my hire, to my attorneys at the JCL LAW FIRM, APC located at 3990 Old Town Avenue, Suite C204, San Diego, CA 92110.

Respectfully,

\_\_\_\_\_  
Client

DocuSigned by:  
*Evelyn N. Nwansi*  
EF03C0AA9E6540A...

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Princeton Manor Healthcare Center  
c/o David S. Silver  
6070 Wilshire Blvd., Suite 1862  
Los Angeles, CA 90036



9590 9402 5466 9249 9960 25

2. Article Number (Transfer from service label)

7019 2280 0002 0097 7695

PS Form 3811, July 2015 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Nwansi

☐ Agent  
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

8/24/20

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

Nwansi 8.24.20

3. Service Type

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| <input type="checkbox"/> Insured Mail                            |                                                                     |

Restricted Delivery

Domestic Return Receipt

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Rockport Admin Services, LLC  
c/o Derek Cheung  
3580 Wilshire Blvd., 6th Floor  
Los Angeles, CA 90010



9590 9402 5466 9249 9960 32

2. Article Number (Transfer from service label)

7019 2280 0002 0097 7756

PS Form 3811, July 2015 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Slany Mayo

☐ Agent  
☐ Addressee

B. Received by (Printed Name)

Slany Mayo

C. Date of Delivery

8-28-20

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

Nwansi 8.24.20

3. Service Type

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| <input type="checkbox"/> Insured Mail                            |                                                                     |

Restricted Delivery

Domestic Return Receipt