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Attorneys for Cross-Complainant JORDAN
BRAY individually, and on behalf of others
similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CALIFORNIA UNIFIED SERVICE
PROVIDERS, LLC., a California limited
liability company,

Plaintiff,

v.

JORDAN BRAY and DOES 1 through 25,
inclusive,

Defendants.

JORDAN BRAY, individually, and on behalf
of others similarly situated

Cross-Complainant,

vs.

CALIFORNIA UNIFIED SERVICE
PROVIDERS, L.L.C. d/b/a CUSP, d/b/a CUSP
Autism, a California limited liability company;
CALIFORNIA UNIFIED SERVICE PRO; an
unknown business form; BEHAVIORAL
CUSP, LLC, a California limited liability
company; and DOES 1 through 50, inclusive,

Cross-Defendants

CASE NO.: 20STLC07510

CROSS-COMPLAINT

CLASS ACTION:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Maintain Required Records
7. Failure to Furnish Accurate Itemized Wage Statements
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
9. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION:

10. Penalties under the Labor Code Private Attorneys General Act, as Representative Action

DEMAND FOR JURY TRIAL

INTRODUCTION

CROSS-COMPLAINANT JORDAN BRAY (“CROSS-COMPLAINANT”) an individual, demanding a jury trial, on behalf of himself and other persons similarly situated, hereby alleges as follows:

JURISDICTION AND VENUE

1. The Superior Court of the State of California has jurisdiction in this matter because CROSS-COMPLAINANT is a resident of the State of California, and Cross-Defendants CALIFORNIA UNIFIED SERVICE PROVIDERS, L.L.C. d/b/a CUSP, d/b/a CUSP Autism, a California limited liability company; CALIFORNIA UNIFIED SERVICE PRO; an unknown business form; BEHAVIORAL CUSP, LLC, a California limited liability company; C.U.S.P., L.L.C., an unknown business form, and DOES 1 through 50 inclusive (collectively “CROSS-DEFENDANTS”), are qualified to do business in California and regularly conduct business in California. Further, no federal question is at issue because the claims are based solely on California law.

2. Venue is proper in this judicial district and the County of Los Angeles, California because CROSS-COMPLAINANT, and other persons similarly situated, performed work for CROSS-DEFENDANTS in the County of Los Angeles, CROSS-DEFENDANTS maintain offices and facilities and transact business in the County of Los Angeles, and because CROSS-DEFENDANTS’ illegal payroll policies and practices which are the subject of this action were applied, at least in part, to CROSS-COMPLAINANT, and other persons similarly situated, in the County of Orange.

CROSS-COMPLAINANT

3. CROSS-COMPLAINANT is a male resident of the State of California and a former employee of CROSS-DEFENDANTS.

4. CROSS-COMPLAINANT, on behalf of himself and other similarly situated current and former non-exempt employees of CROSS-DEFENDANTS in the State of California at any time during the four years preceding the filing of this action, and continuing while this action is pending, brings this class action to recover, among other things, wages and penalties

1 from unpaid wages earned and due, including but not limited to unpaid minimum wages, unpaid
2 and illegally calculated overtime compensation, illegal meal and rest period policies, failure to
3 pay all wages due to discharged and quitting employees, failure to indemnify employees for
4 necessary expenditures and/or losses incurred in discharging their duties, failure to provide
5 accurate itemized wage statements, failure to maintain required records, and interest, attorneys'
6 fees, costs, and expenses.

7 5. CROSS-COMPLAINANT brings this action on behalf of himself and the
8 following similarly situated class of individuals ("CLASS MEMBERS"): all current and former
9 non-exempt employees of CROSS-DEFENDANTS in the State of California at any time within
10 the period beginning four (4) years prior to the filing of this action and ending at the time this
11 action settles or proceeds to final judgment (the "CLASS PERIOD"). CROSS-
12 COMPLAINANT reserves the right to name additional class representatives.

13 **CROSS-DEFENDANTS**

14 6. CROSS-COMPLAINANT is informed and believes, and thereon alleges, that
15 CROSS-DEFENDANT CALIFORNIA UNIFIED SERVICE PROVIDERS, L.L.C. d/b/a CUSP,
16 d/b/a CUSP is, and at all times relevant hereto was, a California corporation organized and
17 existing under the laws of the State of California. CROSS-COMPLAINANT is further informed
18 and believes, and thereon alleges, that CROSS-DEFENDANT CALIFORNIA UNIFIED
19 SERVICE PROVIDERS, L.L.C. d/b/a CUSP, d/b/a CUSP is authorized to conduct business in
20 the State of California, and does conduct business in the State of California. Specifically,
21 CROSS-DEFENDANT CALIFORNIA UNIFIED SERVICE PROVIDERS, L.L.C. d/b/a CUSP,
22 d/b/a CUSP maintains offices and facilities and conducts business in, and engages in illegal
23 payroll practices or policies in, the County of Los Angeles, State of California.

24 7. CROSS-COMPLAINANT is informed and believes, and thereon alleges, that
25 CROSS-DEFENDANT CALIFORNIA UNIFIED SERVICE PRO is authorized to conduct
26 business in the State of California, and does conduct business in the State of California.
27 Specifically, CROSS-DEFENDANT CALIFORNIA UNIFIED SERVICE PRO maintains offices
28 and facilities and conducts business in, and engages in illegal payroll practices or policies in, the

1 County of Los Angeles, State of California.

2 8. CROSS-COMPLAINANT is informed and believes, and thereon alleges, that
3 CROSS-DEFENDANT BEHAVIORAL CUSP, LLC is, and at all times relevant herein was, a
4 California limited liability company organized and existing under the laws of the State of
5 California. CROSS-COMPLAINANT is further informed and believes, and thereon alleges, that
6 CROSS-DEFENDANT BEHAVIORAL CUSP, LLC is authorized to conduct business in the
7 State of California, and does conduct business in the State of California. Specifically, upon
8 information and belief, Cross-Defendant BEHAVIORAL CUSP, LLC maintains offices and
9 facilities and conducts business in, and engages in illegal payroll practices or policies in, the County
10 of Los Angeles, State of California.

11 9. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
12 CROSS-COMPLAINANT at this time, and CROSS-COMPLAINANT therefore sues such DOE
13 Cross-Defendants under fictitious names. CROSS-COMPLAINANT is informed and believes,
14 and thereon alleges, that each Cross-Defendant designated as a DOE is in some manner highly
15 responsible for the occurrences alleged herein, and that CROSS-COMPLAINANT and CLASS
16 MEMBERS' injuries and damages, as alleged herein, were proximately caused by the conduct of
17 such DOE Cross-Defendants. CROSS-COMPLAINANT will seek leave of the court to amend
18 this Complaint to allege their true names and capacities of such DOE Cross-Defendants when
19 ascertained.

20 10. At all relevant times herein, CROSS-DEFENDANTS were the joint employers of
21 CROSS-COMPLAINANT and CLASS MEMBERS. CROSS-COMPLAINANT is informed and
22 believes, and thereon allege, that at all times material to this complaint CROSS-DEFENDANTS
23 were the alter egos, divisions, affiliates, integrated enterprises, joint employers, subsidiaries,
24 parents, principals, related entities, co-conspirators, authorized agents, partners, joint venturers,
25 and/or guarantors, actual or ostensible, of each other. Each Cross-Defendant was completely
26 dominated by his, her or its co-Cross-Defendant, and each was the alter ego of the other.

27 11. At all relevant times herein, CROSS-COMPLAINANT and CLASS MEMBERS
28 were employed by CROSS-DEFENDANTS under employment agreements that were partly

1 written, partly oral, and partly implied. In perpetrating the acts and omissions alleged herein,
2 CROSS-DEFENDANTS, and each of them, acted pursuant to, and in furtherance of, their policies
3 and practices of not paying CROSS-COMPLAINANT and CLASS MEMBERS all wages earned
4 and due, through methods and schemes which include, but are not limited to, failing to pay
5 overtime premiums; failing to provide rest and meal periods; failing to properly maintain records;
6 failing to provide accurate itemized statements for each pay period; failing to properly
7 compensate CROSS-COMPLAINANT and CLASS MEMBERS for necessary expenditures; and
8 requiring, permitting or suffering the employees to work off the clock, in violation of the
9 California Labor Code and the applicable Welfare Commission (“IWC”) Orders.

10 12. CROSS-COMPLAINANT is informed and believes, and thereon allege, that each
11 and every one of the acts and omissions alleged herein were performed by, and/or attributable to,
12 all CROSS-DEFENDANTS, each acting as agents and/or employees, and/or under the direction
13 and control of, each of the other CROSS-DEFENDANTS, and that said acts and failures to act
14 were within the course and scope of said agency, employment and/or direction and control.

15 13. As a direct and proximate result of the unlawful actions of CROSS-
16 DEFENDANTS, CROSS-COMPLAINANT and CLASS MEMBERS have suffered, and
17 continue to suffer, damages, including unpaid wages, loss of earnings, attorney’s fees, interests
18 and costs, in amounts as yet unascertained, but subject to proof at trial, and within the
19 jurisdiction of this Court.

20 **CLASS ACTION DESIGNATION**

21 14. This action is appropriately suited for a Class Action because:

22 a. The potential class is a significant number. Joinder of all current and former
23 employees individually would be impractical.

24 b. This action involves common questions of law and fact to the potential class
25 because the action focuses on CROSS-DEFENDANTS’ systematic course of illegal payroll
26 practices and policies, which was applied to all non-exempt employees in violation of the Labor
27 Code, the applicable IWC wage order, and the Business and Professions Code which prohibits
28 unfair business practices arising from such violations.

1 c. The claims of CROSS-COMPLAINANT are typical of the class because
2 CROSS-DEFENDANTS subjected all non-exempt employees to identical violations of the Labor
3 Code, the applicable IWC wage order, and the Business and Professions Code.

4 d. CROSS-COMPLAINANT is able to fairly and adequately protect the
5 interests of all members of the class because it is in his best interests to prosecute the claims alleged
6 herein to obtain full compensation due to them for all services rendered and hours worked.

7 **FIRST CAUSE OF ACTION**

8 **Failure to Provide Required Meal Periods**

9 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 4-2001, § 11]**

10 **(Against all CROSS-DEFENDANTS)**

11 15. CROSS-COMPLAINANT incorporates herein by specific reference, as though
12 fully set forth, the allegations in the foregoing paragraphs.

13 16. During the CLASS PERIOD, as part of CROSS-DEFENDANTS' illegal payroll
14 policies and practices to deprive their non-exempt employees all wages earned and due, CROSS-
15 DEFENDANTS required, permitted or otherwise suffered CROSS-COMPLAINANT and
16 CLASS MEMBERS to take less than the 30-minute meal period, or to work through them, and
17 have failed to otherwise provide the required meal periods to CROSS-COMPLAINANT and
18 CLASS MEMBERS pursuant to California Labor Code § 226.7, 512 and IWC Order No. 4-
19 2001, § 11.

20 17. CROSS-DEFENDANTS further violated California Labor Code §§ 226.7 and
21 IWC Wage Order No. 4-2001, § 11 by failing to compensate CROSS-COMPLAINANT and
22 CLASS MEMBERS who were not provided with a meal period, in accordance with the
23 applicable wage order, one additional hour of compensation at each employee's regular rate of
24 pay for each workday that a meal period was not provided.

25 18. CROSS-DEFENDANTS further violated California Labor Code §§ 226.7, 510,
26 1194, 1197, and IWC Wage Order No. 4-2001 by failing to compensate CROSS-
27 COMPLAINANT and CLASS MEMBERS for all hours worked during their meal periods.

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19. As a proximate result of the aforementioned violations, CROSS-COMPLAINANT and 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.

SECOND CAUSE OF ACTION

Failure to Provide Required Rest Periods

[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 4-2001, § 12]

(Against all CROSS-DEFENDANTS)

20. CROSS-COMPLAINANT incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

21. At all times relevant herein, as part of CROSS-DEFENDANTS' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, CROSS-DEFENDANTS failed to provide rest periods, required, permitted or otherwise suffered CROSS-COMPLAINANT and CLASS MEMBERS to take less than 10 minute rest periods and failed to relieve employees of all duty/control as required under California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 4-2001, § 12.

22. CROSS-DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage Order No. 4-2001, § 12 by failing to pay CROSS-COMPLAINANT and CLASS MEMBERS who were not provided with a rest period, in accordance with the applicable wage order, one additional hour of compensation at each employee's regular rate of pay for each workday that a rest period was not provided.

23. As a proximate result of the aforementioned violations, CROSS-COMPLAINANT and 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.

THIRD CAUSE OF ACTION

Failure to Pay Overtime Wages

[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 4-2001, § 3]

(Against all CROSS-DEFENDANTS)

24. CROSS-COMPLAINANT incorporates herein by specific reference, as though

1 fully set forth, the allegations in the foregoing paragraphs.

2 25. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 4-
3 2001, § 3, CROSS-DEFENDANTS are required to compensate CROSS-COMPLAINANT and
4 CLASS MEMBERS for all overtime, which is calculated at one and one-half (1 ½) times the
5 regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40)
6 hours per week, and for the first eight (8) hours on the seventh consecutive workday, with
7 double time for all hours worked in excess of twelve (12) hours in any workday and for all hours
8 worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

9 26. CROSS-COMPLAINANT and CLASS MEMBERS are current and former non-
10 exempt employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC
11 Wage Order No. 4-2001. During the CLASS PERIOD, CROSS-DEFENDANTS failed to
12 compensate CROSS-COMPLAINANT and CLASS MEMBERS for all overtime hours worked
13 as required under the foregoing provisions of the California Labor Code and IWC Wage Order
14 by, among other things: failing to pay overtime at one and one-half (1 ½) or double the regular
15 rate of pay as provided by California Labor Code §§ 510, 1194, and IWC Wage Order No. 4-
16 2001, § 3; requiring, permitting or suffering CROSS-COMPLAINANT and CLASS MEMBERS
17 to work off the clock; requiring, permitting or suffering CROSS-COMPLAINANT and CLASS
18 MEMBERS to work through meal and rest breaks; illegally and inaccurately recording time in
19 which CROSS-COMPLAINANT and CLASS MEMBERS worked; failing to properly maintain
20 CROSS-COMPLAINANT's and CLASS MEMBERS' records; failing to provide accurate
21 itemized wage statements to CROSS-COMPLAINANT for each pay period failure to pay
22 Plaintiff for all time CROSS-COMPLAINANT was subject to CROSS-DEFENDANT'S control;
23 and other methods to be discovered.

24 27. In violation of California law, CROSS-DEFENDANTS have knowingly and
25 willfully refused to perform their obligations to compensate CROSS-COMPLAINANT and
26 CLASS MEMBERS for all wages earned and all hours worked. As a proximate result, CROSS-
27 COMPLAINANT and CLASS MEMBERS have suffered, and continue to suffer, substantial
28 losses related to the use and enjoyment of such wages, lost interest on such wages, and expenses

1 and attorneys' fees in seeking to compel CROSS-DEFENDANTS to fully perform their
2 obligations under state law, all to their respective damages in amounts according to proof at time
3 of trial, and within the jurisdiction of this Court.

4 28. CROSS-DEFENDANTS' conduct described herein violates California Labor Code
5 §§ 510, 1194, 1198 and IWC Wage Order No. 4-2001, § 3. Therefore, pursuant to California
6 Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the
7 California Labor Code and IWC Wage Orders, CROSS-COMPLAINANT and CLASS
8 MEMBERS are entitled to recover the unpaid balance of wages owed to them by CROSS-
9 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

10 **FOURTH CAUSE OF ACTION**

11 **Failure to Pay Minimum Wages**

12 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 4-2001, § 4]**

13 **(Against all CROSS-DEFENDANTS)**

14 29. CROSS-COMPLAINANT incorporates herein by specific reference, as though
15 fully set forth, the allegations in the foregoing paragraphs.

16 30. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 4-
17 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
18 worked in a payroll period is unlawful.

19 31. During the CLASS PERIOD, CROSS-DEFENDANTS failed to pay CROSS-
20 COMPLAINANT and CLASS MEMBERS minimum wages for all hours worked by, among
21 other things: requiring, permitting or suffering CROSS-COMPLAINANT and CLASS
22 MEMBERS to work off the clock including but not limited to requiring employees to complete
23 client notes, to prepare for meetings, and to complete assignments on weekends; requiring,
24 permitting or suffering CROSS-COMPLAINANT and CLASS MEMBERS to work through
25 meal and rest breaks; illegally and inaccurately recording time in which CROSS-
26 COMPLAINANT and CLASS MEMBERS worked; failing to properly maintain CROSS-
27 COMPLAINANT's and CLASS MEMBERS' records; failing to provide accurate itemized wage
28 statements to CROSS-COMPLAINANT; failing to pay CROSS-COMPLAINANT and CLASS

1 MEMBERS for all time they were subject to CROSS-DEFENDANT'S control and CLASS
2 MEMBERS for each pay period; and other methods to be discovered.

3 32. CROSS-DEFENDANTS' conduct described herein violates California Labor Code
4 §§ 1194, 1197, and IWC Wage Order No. 4-2001, § 4. As a proximate result of the
5 aforementioned violations, CROSS-COMPLAINANT and CLASS MEMBERS have been
6 damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code
7 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the Labor Code and
8 IWC Wage Orders, CROSS-COMPLAINANT and CLASS MEMBERS are entitled to recover
9 the unpaid balance of wages owed to them by CROSS-DEFENDANTS, plus interest, penalties,
10 attorneys' fees, expenses, and costs of suit.

11 **FIFTH CAUSE OF ACTION**

12 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

13 **[Cal. Labor Code §§ 201, 202, 203]**

14 **(Against all CROSS-DEFENDANTS)**

15 33. CROSS-COMPLAINANT incorporates herein by specific reference, as though
16 fully set forth, the allegations in the foregoing paragraphs.

17 34. Pursuant to California Labor Code § 201, 202, and 203, CROSS-DEFENDANTS
18 are required to pay all earned and unpaid wages to an employee who is discharged. California
19 Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages
20 accrued and unpaid at the time of discharge are due and payable immediately.

21 35. Furthermore, pursuant to California Labor Code § 202, CROSS-DEFENDANTS
22 are required to pay all accrued wages due to an employee no later than 72 hours after the
23 employee quits his or her employment, unless the employee provided 72 hours previous notice
24 of his or her intention to quit, in which case the employee is entitled to his or her wages at the
25 time of quitting.

26 36. California Labor Code § 203 provides that if an employer willfully fails to pay, in
27 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
28 discharged or who quits, the employer is liable for waiting time penalties in the form of

1 continued compensation to the employee at the same rate for up to 30 workdays.

2 37. During the CLASS PERIOD, CROSS-DEFENDANTS have willfully failed to pay
3 accrued wages and other compensation to CROSS-COMPLAINANT and CLASS MEMBERS
4 in accordance with California Labor Code §§ 201 and 202.

5 38. As a result, CROSS-COMPLAINANT and CLASS MEMBERS are entitled to all
6 available statutory penalties, including the waiting time penalties provided in California Labor
7 Code § 203, together with interest thereon, as well as other available remedies.

8 39. As a proximate result of CROSS-DEFENDANTS' unlawful actions and
9 omissions, CROSS-COMPLAINANT and CLASS MEMBERS have been deprived of
10 compensation in an amount according to proof at the time of trial, but in excess of the
11 jurisdiction of this Court, and are entitled to recovery of such amounts, plus interest thereon, and
12 attorneys' fees and costs, pursuant to California Labor Code §§ 1194 and 2699.

13 **SIXTH CAUSE OF ACTION**

14 **Failure to Maintain Required Records**

15 **[Cal. Labor Code §§ 226; IWC Wage Order No. 4-2001, § 7]**

16 **(Against all CROSS-DEFENDANTS)**

17 40. CROSS-COMPLAINANT incorporates herein by specific reference, as though
18 fully set forth, the allegations in the foregoing paragraphs.

19 41. During the CLASS PERIOD, as part of CROSS-DEFENDANTS' illegal payroll
20 policies and practices to deprive CROSS-COMPLAINANT and CLASS MEMBERS of all
21 wages earned and due, CROSS-DEFENDANTS knowingly and intentionally failed to maintain
22 records as required under California Labor Code §§ 226, 1174, and IWC Wage Order No. 4-
23 2001, § 7, including but not limited to the following records: total daily hours worked by each
24 employee; applicable rates of pay; all deductions; meal periods; time records showing when each
25 employee begins and ends each work period; and accurate itemized statements.

26 42. As a proximate result of CROSS-DEFENDANTS' unlawful actions and
27 omissions, CROSS-COMPLAINANT and CLASS MEMBERS have been damaged in an
28 amount according to proof at trial, and are entitled to all wages earned and due, plus interest

1 thereon. Additionally, CROSS-COMPLAINANT and CLASS MEMBERS are entitled to all
2 available statutory penalties, including but not limited to civil penalties pursuant to California
3 Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable
4 attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as
5 well as other available remedies.

6 **SEVENTH CAUSE OF ACTION**

7 **Failure to Furnish Accurate Itemized Wage Statements**

8 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 4-2001, § 7]**

9 **(Against all CROSS-DEFENDANTS)**

10 43. CROSS-COMPLAINANT incorporates herein by specific reference, as though
11 fully set forth, the allegations in the foregoing paragraphs.

12 44. During the CLASS PERIOD, CROSS-DEFENDANTS routinely failed to provide
13 CROSS-COMPLAINANT and CLASS MEMBERS with timely, accurate, and itemized wage
14 statements in writing showing each employee's gross wages earned, total hours worked, all
15 deductions made, net wages earned, the inclusive dates of the period for which the employee is
16 paid, the name of the employee and only the last four digits of his or her social security number
17 or an employee identification number other than a social security number, the name and address
18 of the legal entity or entities employing CROSS-COMPLAINANT and CLASS MEMBERS,
19 and all applicable hourly rates in effect during each pay period and the corresponding number of
20 hours worked at each hourly rate, in violation of California Labor Code § 226 and IWC Wage
21 Order No. 4-2001, § 7.

22 45. During the CLASS PERIOD, CROSS-DEFENDANTS knowingly and
23 intentionally failed to provide CROSS-COMPLAINANT and CLASS MEMBERS with timely,
24 accurate, and itemized wage statements in accordance with California Labor Code § 226(a).

25 46. As a proximate result of CROSS-DEFENDANTS' unlawful actions and
26 omissions, CROSS-COMPLAINANT and CLASS MEMBERS have been damaged in an
27 amount according to proof at trial, and seek all wages earned and due, plus interest thereon.
28 Additionally, CROSS-COMPLAINANT and CLASS MEMBERS are entitled to all available

1 statutory penalties, including but not limited to civil penalties pursuant to California Labor Code
2 §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees,
3 including but not limited to those provided in California Labor Code § 226(e), as well as other
4 available remedies.

5 **EIGHTH CAUSE OF ACTION**

6 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge**
7 **of Duties**

8 **[Cal. Labor Code § 2802]**

9 **(Against all CROSS-DEFENDANTS)**

10 47. CROSS-COMPLAINANT incorporates herein by specific reference, as though
11 fully set forth, the allegations in the foregoing paragraphs.

12 48. California Labor Code § 2802(a) requires an employer to indemnify an employee
13 for all necessary expenditures or losses incurred by the employee in direct consequence of the
14 discharge of his or her duties, or of his or her obedience to the directions of the employer.

15 49. During the CLASS PERIOD, CROSS-DEFENDANTS knowingly and willfully
16 failed to indemnify CROSS-COMPLAINANT and CLASS MEMBERS for all business
17 expenses and/or losses incurred in direct consequence of the discharge of their duties while
18 working under the direction of CROSS-DEFENDANTS, including but not limited to expenses
19 for training necessary to discharge his or her duties, cell phone usage, and other employment-
20 related expenses, in violation of California Labor Code § 2802. CROSS-DEFENDANTS
21 maintained an unlawful policy requiring employees to bear the cost of training intended solely to
22 enable the employee to discharge his or her duties.

23 50. As a proximate result of CROSS-DEFENDANTS' unlawful actions and
24 omissions, CROSS-COMPLAINANT and CLASS MEMBERS have been damaged in an
25 amount according to proof at trial, and seek reimbursement of all necessary expenditures, plus
26 interest thereon pursuant to California Labor Code § 2802(b). Additionally, CROSS-
27 COMPLAINANT and CLASS MEMBERS are entitled to all available statutory penalties and an
28 award of costs, expenses, and reasonable attorneys' fees, including those provided in California

1 Labor Code § 2802(c), as well as other available remedies.

2 **NINTH CAUSE OF ACTION**

3 **Unfair and Unlawful Business Practices**

4 **[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

5 **(Against all CROSS-DEFENDANTS)**

6 51. CROSS-COMPLAINANT incorporates herein by specific reference, as though
7 fully set forth, the allegations in the foregoing paragraphs.

8 52. Each and every one of CROSS-DEFENDANTS' acts and omissions in violation of
9 the California Labor Code and/or the applicable IWC Wage Order as alleged herein, including
10 but not limited to CROSS-DEFENDANTS' failure and refusal to provide required meal periods,
11 CROSS-DEFENDANTS' failure and refusal to provide required rest periods, CROSS-
12 DEFENDANTS' failure and refusal to pay overtime compensation, CROSS-DEFENDANTS'
13 failure and refusal to pay minimum wages, CROSS-DEFENDANTS' failure and refusal to pay
14 all wages due to discharged or quitting employees, CROSS-DEFENDANTS' failure and refusal
15 to furnish accurate itemized wage statements; CROSS-DEFENDANTS' failure and refusal to
16 maintain required records, CROSS-DEFENDANTS' failure and refusal to indemnify CROSS-
17 COMPLAINANT and CLASS MEMBERS for necessary expenditures and/or losses incurring in
18 discharging their duties, constitutes an unfair and unlawful business practice under California
19 Business and Professions Code § 17200 et seq.

20 53. Labor Code § 226.8(a) makes it unlawful for any person or employer to engage in
21 any of the following activities: (1) willful misclassification of an individual as an independent
22 contractor, and (2) charging an individual who has been willfully misclassified as an
23 independent contractor a fee, or making any deductions from compensation, for any purpose,
24 including for goods, materials, space rental, services, government licenses, repairs, equipment
25 maintenance, or fines arising from the individual's employment where any of the acts described
26 in this paragraph would have violated the law if the individual had not been misclassified.
27 CROSS-DEFENDANTS willfully misclassified CROSS-COMPLAINANT as an independent
28 contractor in order to evade CROSS-DEFENDANTS' responsibilities and obligations under the

1 Labor Code, Wage Order No. 4-2001 and other laws and regulations including paying federal
2 Social Security and payroll taxes, unemployment insurance taxes and state employment taxes,
3 providing worker's compensation insurance, and complying with numerous state and federal
4 statutes and regulations governing the wages, hours, and working conditions of employees, and
5 charging employees who were and are willfully misclassified as independent contractors a fee,
6 or making any deductions from compensation, for any purpose, including for goods, materials,
7 space rental, services, government licenses, repairs, equipment maintenance, or fines arising
8 from those individuals' employment where any of said acts would have violated the law if the
9 individuals had not been misclassified, in violation of Labor Code § 226.8

10 54. In addition to the unfair and unlawful business acts and practices alleged herein,
11 CROSS-DEFENDANTS willfully misclassified CROSS-COMPLAINANT as an independent
12 contractor in violation of Labor Code section 226.8. CROSS-DEFENDANTS further charged
13 CROSS-COMPLAINANT fees, and made deductions from compensation, including for goods,
14 materials, space rental, services, government licenses, repairs, equipment maintenance, and fines
15 arising from CROSS-COMPLAINANT'S employment which were in violation of the law given
16 the individual was misclassified, and which would have violated the law if the individual had not
17 been misclassified.

18 55. CROSS-DEFENDANTS' violations of California wage and hour laws constitute a
19 business practice because CROSS-DEFENDANTS' aforementioned acts and omissions were
20 done repeatedly over a significant period of time, and in a systematic manner, to the detriment of
21 CROSS-COMPLAINANT and CLASS MEMBERS.

22 56. CROSS-DEFENDANTS have avoided payment of wages, overtime wages, meal
23 periods, rest periods, and other benefits as required by the California Labor Code, the California
24 Code of Regulations, and the applicable IWC Wage Order. Further, CROSS-DEFENDANTS
25 have failed to record, report, and pay the correct sums of assessment to the state authorities under
26 the California Labor Code and other applicable regulations.

27 57. As a result of CROSS-DEFENDANTS' unfair and unlawful business practices,
28 CROSS-DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the

1 expense of CROSS-COMPLAINANT, CLASS MEMBERS, and members of the public.
2 CROSS-DEFENDANTS should be made to disgorge their ill-gotten gains and to restore them to
3 CROSS-COMPLAINANT and CLASS MEMBERS.

4 58. CROSS-DEFENDANTS' unfair and unlawful business practices entitle CROSS-
5 COMPLAINANT and CLASS MEMBERS to seek preliminary and permanent injunctive relief,
6 including but not limited to orders that CROSS-DEFENDANTS account for, disgorge, and
7 restore to CROSS-COMPLAINANT and CLASS MEMBERS the wages and other
8 compensation unlawfully withheld from them. CROSS-COMPLAINANT and CLASS
9 MEMBERS are entitled to restitution of all monies to be disgorged from CROSS-
10 DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
11 jurisdiction of this Court.

12 **TENTH CAUSE OF ACTION**

13 **Representative Action for Civil Penalties**

14 **[Cal. Labor Code §§ 2698–2699.5]**

15 **(Against All CROSS-DEFENDANTS)**

16 59. CROSS-COMPLAINANT incorporates herein by specific reference as though fully set
17 forth the allegations in all preceding paragraphs, with exception of the allegations in paragraph 14
18 and the subparagraphs thereto.

19 60. CROSS-COMPLAINANT is an “aggrieved employee” within the meaning of California
20 Labor Code § 2699(c), and a proper representative to bring a civil action on behalf of himself and
21 other current and former employees of CROSS-DEFENDANTS pursuant to the procedures
22 specified in California Labor Code § 2699.3, because CROSS-COMPLAINANT and CLASS
23 MEMBERS were employed by CROSS-DEFENDANTS and the alleged violations of the
24 California Labor Code were committed against CROSS-COMPLAINANT and CLASS
25 MEMBERS.

26 61. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code
27 §§ 2698–2699.5, CROSS-COMPLAINANT and CLASS MEMBERS seeks to recover civil
28 penalties, including but not limited to penalties under California Labor Code §§ 2699, 210, 226.3,

1 558, 1174.5, 1197.1, and IWC Wage Order No. 4-2001, § 20, from CROSS-DEFENDANTS in a
2 representative action for the violations set forth above, including but not limited to violations of
3 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and
4 2802. CROSS-COMPLAINANT and CLASS MEMBERS are also entitled to an award of
5 reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g)(1).

6 62. Pursuant to California Labor Code §§ 2699.3, CROSS-COMPLAINANT gave written
7 notice on June 17, 2020 by online filing to the California Labor and Workforce Development
8 Agency ("LWDA") and by certified mail to CROSS-DEFENDANTS of the specific provisions of
9 the California Labor Code and IWC Wage Orders alleged to have been violated, including the facts
10 and theories to support the alleged violations. More than sixty-five (65) days have passed and the
11 LWDA has not provided notice to CROSS-COMPLAINANT that it intends to investigate the
12 alleged violations.

13 63. Therefore, CROSS-COMPLAINANT has complied with all of the requirements set forth in
14 California Labor Code § 2699.3 to commence a representative action under PAGA.

15 **PRAYER FOR RELIEF**

16 **WHEREFORE**, CROSS-COMPLAINANT, individually and on behalf of all other
17 persons similarly situated, respectfully prays for relief against CROSS-DEFENDANTS and
18 DOES 1 through 50, inclusive, and each of them, as follows:

- 19 1. For unpaid wages and compensatory damages in an amount to be ascertained at trial;
- 20 2. For restitution of all monies due to CROSS-COMPLAINANT and CLASS
- 21 MEMBERS, as well as disgorged profits from CROSS-DEFENDANTS' unfair and unlawful
- 22 business practices;
- 23 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
- 24 and IWC Wage Order No. 4-2001;
- 25 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 26 5. For preliminary and permanent injunctive relief enjoining CROSS-DEFENDANTS
- 27 from violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and
- 28 from engaging in the unlawful business practices complained of herein;

- 1 6. For waiting time penalties pursuant to California Labor Code § 203;
- 2 7. For statutory and civil penalties according to proof, including but not limited to all
- 3 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;
- 4 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor
- 5 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable
- 6 provision providing for pre-judgment interest;
- 7 9. For reasonable attorneys’ fees and costs pursuant to California Labor Code §§ 1194,
- 8 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions providing for
- 9 attorneys’ fees and costs;
- 10 10. For declaratory relief;
- 11 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,
- 12 Seventh, Eighth, and Ninth Causes of Action as a class action;
- 13 12. For an order appointing CROSS-COMPLAINANT as class representative, and
- 14 CROSS-COMPLAINANT’s counsel as class counsel; and
- 15 13. For such further relief that the Court may deem just and proper.

16 DATED: November 6, 2020

17 Respectfully submitted,

18 **MATERN LAW GROUP, PC**

19

20 By: _____

21 Matthew J. Matern
22 Tagore O. Subramaniam
23 Sydney A. Adams
24 Attorneys for Cross-Complainant
25 JORDAN BRAY, individually, and on
26 behalf of other persons similarly situated
27
28

DEMAND FOR JURY TRIAL

CROSS-COMPLAINANT hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: November 6, 2020

Respectfully submitted,

MATERN LAW GROUP, PC

By:



Matthew J. Matern
Tagore O. Subramaniam
Sydney A. Adams
Attorneys for Cross-Complainant
JORDAN BRAY, individually, and on
behalf of other persons similarly situated

1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California. I am over the age of
3 18 years, and not a party to this action. My business address is 1230 Rosecrans Avenue, Suite
200, Manhattan Beach, California 90266.

4 On November 6, 2020, I served the following document or documents:

5 **CROSS-COMPLAINT**

- 6 ☒ **By United States mail.** I enclosed the documents in a sealed envelope or package
7 addressed to the persons at the address listed below (specify one):
- 8 ☐ Deposited the sealed envelope with the United States Postal Service, with the
postage fully prepaid.
- 9 ☒ Placed the envelope for collection and mailing, following our ordinary business
10 practices. I am readily familiar with the business's practices for collecting and
11 processing correspondence for mailing. On the same day that correspondence is
12 placed for collection and mailing, it is deposited in the ordinary course of
business with the United States Postal Service, in a sealed envelope with postage
fully prepaid.

13 I am a resident or employed in the county where mailing occurred. The envelope or
14 package was placed in the mail at Manhattan Beach, California.

15 James Artiano, Esq.
16 Joanne K. Leighton, Esq.
17 **ARTIANO & ASSOCIATES, APC**
18 3828 Carson Street, Suite 102
19 Torrance, California 90503
20 Telephone: (310) 543-1240
Facsimile: (310) 543-9850

Attorneys for Defendants CALIFORNIA
UNIFIED SERVICE PROVIDERS, LLC

21 I declare under penalty of perjury under the laws of the State of California that the
22 foregoing is true and correct.

23 Executed on November 6, 2020, at Manhattan Beach, California.

24 

25 Roxana Barcenas