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Client: Lebe Law

Requested by: Jon Lebe

Case Name: vs

Case Number:

Reference: Sprint Shahid Complaint Filing

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ORDER # 172399



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*                               Superior Court of Calif, County of San Bernardino                               *
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*                               Sn Brnd Civil                               *                               *
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* Receipt # 202008050116          Oper: LARIC                               Date: 8/05/20
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* Case #      CIVDS2014777   Case Type: CIVIL
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* Name: *COMPLEX* RAHMATULLAH-V-SPRINT/UNITED
*                               COMPLEX CASE FEE PLAINTIFF SB1
* Payment Type: CHECK
*
*Received:          $1,000.00
*      Fee :        $1,000.00
*Change:            $0.00
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*               Superior Court of Calif, County of San Bernardino               *
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*               Sn Brnd Civil                                                       *
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* Receipt # 202008050117      Oper: LARIC                      Date: 8/05/20      *
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* Case #      CIVDS2014777   Case Type: CIVIL                      *
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* Name: *COMPLEX* RAHMATULLAH-V-SPRINT/UNITED                      *
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*                               UNLIMITED CIVIL FILING FEE SB1          *
* Payment Type: CHECK                                                *
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*Received:                $435.00                                           *
*      Fee :                $435.00                                           *
*Change:                $0.00                                           *
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SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO): Sprint/United Management Company;
And Does 1 through 20, Inclusive,

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

Shahid Rahmatullah, Individually and on
behalf of all others similarly situated,

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

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUL 23 2020

LaShondra Richardson

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), 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), the California Courts Online Self-Help Center (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), 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), en el Centro de Ayuda de las Cortes de California, (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 o 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: San Bernardino Justice Center

(El nombre y dirección de la corte es):

247 West 3rd Street San Bernardino, CA 92401

CASE NUMBER:
(Número de caso)

CIV-DS 2014777

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):

Jonathan M. Lebe, 777 S. Alameda Street, 2nd Floor, Los Angeles, CA 90021

DATE:
(Fecha)

JUL 23 2020

Clerk, by
(Secretario)

LaShondra Richardson

, 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]

Copy

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: ☐ CCP 416.10 (corporation) | ☐ CCP 416.60 (minor) |
| ☐ CCP 416.20 (defunct corporation) | ☐ CCP 416.70 (conservatee) |
| ☐ CCP 416.40 (association or partnership) | ☐ CCP 416.90 (authorized person) |
| ☐ other (specify): | |

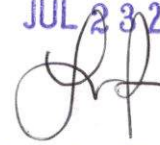
4. ☐ by personal delivery on (date):

Jonathan M. Lebe (SBN 284605)
jon@lebelaw.com
LEBE LAW, APLC
777 S. Alameda Street, Second Floor
Los Angeles, California 90021
Telephone: (213) 358-7046

Attorneys for Plaintiff Shahid Rahmatullah,
Individually and on behalf of all others similarly situated

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUL 23 2020



LaShondra Richardson

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

Shahid Rahmatullah, Individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

Sprint/United Management Company; And
Does 1 through 20, Inclusive,

Defendants.

Case No. **CIV DS 2014777**

CLASS ACTION COMPLAINT FOR:

1. Failure to Timely Pay All Earned Wages;
2. Unlawful Deduction of Wages;
3. Failure to Provide Accurate Itemized Wage Statements;
4. Failure to Reimburse Necessary Business Expenses;
5. Failure to Pay All Wages Due Upon Separation of Employment; and
6. Violation of Business and Professions Code §§ 17200, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff Shahid Rahmatullah, individually and on behalf of others similarly situated,
2 alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Shahid Rahmatullah ("Plaintiff") brings this putative class action
5 against defendants Sprint/United Management Company and Does 1 through 20, inclusive
6 (collectively, "Defendants"), on behalf of himself individually and a putative class of
7 commissioned employees working for Defendants.

8 2. Defendants operate a telecommunications company.

9 3. Through this action, Plaintiff alleges that Defendants have engaged in a
10 systematic pattern of wage and hour violations under the California Labor Code and Industrial
11 Welfare Commission ("IWC") Wage Orders, all of which contribute to Defendants' deliberate
12 unfair competition.

13 4. Defendants violated the California Labor Code by illegally deducting from
14 Plaintiff and putative class members' earned wages. For example, Defendants' "deactivation
15 policy" provides that: "if wireless products and/or services for a customer are activated and that
16 customer returns or cancels the product and/or service within 180 service days following the
17 transaction date of the Activation, Activation Revenue, Add-On Feature Revenue and/or
18 Attachable Service Revenue, the return and/or cancelation is considered a Deactivation for
19 compensation purposes." Further, the policy states: "All Deactivations occurring more than
20 180-days after initial sub Activation date, on customer accounts in Participant's assigned
21 Territory, as determined by the Company in its sole discretion, are attributed to the Participant,
22 *regardless of whether the Participant was associated with the original sale or activation*, or the
23 amount of time that the Participant has been in the job." (Emphasis added.) Pursuant to the
24 policy, Defendants deducted wages from the pay of Plaintiff and putative class members based
25 on deactivations, regardless of whether that employee was associated with the original sale or
26 activation in the first place.

27 5. Defendants' deactivations policy violated California law as the deactivation
28 policy applied to Plaintiff and putative class members even when the deactivations were related

1 to purchases unassociated with the employees to which the deduction was applied. *Hudgins v.*
2 *Neiman Marcus Group, Inc.* (1995) 34 CA4th 1109 (defendant's policy to deduct commission
3 for all salespeople by a percentage of the total losses from unidentified returns was unlawful
4 and in violation of Labor Code § 221 and Business & Professions Code §17200).

5 6. Defendants also improperly recovered draws paid to Plaintiff and putative class
6 members in previous pay periods from commissions and wages earned in subsequent pay
7 periods.

8 7. Defendants also failed to reimburse Plaintiff and putative class members for the
9 use of cellular telephones and home internet for work purposes. Finally, Defendants failed to
10 pay Plaintiff and putative class members their final wages upon termination. For example,
11 according to Defendants' records, Plaintiff's last day was on or about April 24, 2020, and some
12 of his final wages were paid on or about May 1, 2020.

13 8. Accordingly, Plaintiff is informed and believes, and thereon alleges, that
14 Defendants have increased their profits by violating California wage and hour laws by, among
15 other things:

- 16 (a) Failing to timely pay all earned wages;
- 17 (b) Unlawfully deducting from the wages of employees;
- 18 (c) Failing to reimburse all business expenses;
- 19 (d) Failing to provide accurate itemized wage statements; and
- 20 (e) Failing to pay all wages due upon separation of employment.

21 9. Plaintiff brings this lawsuit seeking monetary relief against Defendants on
22 behalf of himself and all others similarly situated in California to recover, among other things,
23 unpaid wages and benefits, interest, attorneys' fees, costs and expenses and penalties pursuant
24 to Labor Code §§ 201-203, 204, 221, 223, 226, 558, 2800, 2802.

25 JURISDICTION AND VENUE

26 10. This is a class action, pursuant to California Code of Civil Procedure § 382. The
27 monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdictional limits
28 of the Superior Court and will be established according to proof at trial.

11. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

12. This Court has jurisdiction over all Defendants because, upon information and belief, they are citizens of California, have sufficient minimum contacts in California or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

13. Venue is proper in this Court because, upon information and belief, Defendants reside, transact business or have offices in this county and the acts and omissions alleged herein took place in this county.

THE PARTIES

14. Plaintiff is a citizen of California. Plaintiff was employed by Defendants during the Class Period in California.

15. Plaintiff is informed and believes, and thereon alleges, that Defendants at all times hereinafter mentioned, were and are employers as defined in and subject to the Labor Code and IWC Wage Orders, whose employees were and are engaged throughout this county and the State of California.

16. Plaintiff is unaware of the true names or capacities of the defendants sued herein under the fictitious names Does 1 through 20, but will seek leave of this Court to amend this Complaint and serve such fictitiously named defendants once their names and capacities become known.

17. Plaintiff is informed and believes, and thereon alleges, that each defendant acted in all respects pertinent to this action as the agent of the other defendant, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the employer and/or joint employer of Plaintiff and the class members.

18. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or Does 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

19. At all relevant times, Defendants, and each of them, acted within the scope of such agency or employment, or ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

20. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently or otherwise responsible for the acts, omissions, occurrences and transactions alleged herein.

CLASS ACTION ALLEGATIONS

21. Plaintiff brings this action under Code of Civil Procedure § 382 on behalf of himself and all others similarly situated who were affected by Defendants' Labor Code, Business and Professions Code §§ 17200 and IWC Wage Order violations.

22. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

23. Plaintiff's proposed classes consist of and are defined as follows:

Class

All current or former non-retail employees of Defendants in California from April 6, 2016¹ until the entry of judgment whose compensation was based in full or in part on commissions, other than those individuals whose relevant wage and hour claims have been previously released.

///

¹ The statute of limitations for this matter was tolled pursuant to Cal. Rules of Court, Appendix I, Emergency Rule No. 9.

1 24. Plaintiff also seeks to certify the following Subclasses of employees:

2 Deactivations Subclass

3 All members of the Class whose commissions were reduced based on
4 deactivations.

5 Recovered Draw Subclass

6 All members of the Class whose draws from previous pay periods were recovered
7 from wages earned in subsequent pay periods.

8 Waiting Time Subclass

9 All members of the Class who separated their employment from Defendants from
10 April 6, 2017 up until the entry of judgment.

11 Wage Statement Subclass

12 All members of the Class who received a wage statement from Defendants from
13 April 6, 2019 up until the entry of judgment.

14 25. Members of the Class and Subclass described above will be collectively referred
15 to as "class members." Plaintiff reserves the right to establish other or additional subclasses, or
16 modify any Class or Subclass definition, as appropriate based on investigation, discovery and
17 specific theories of liability.

18 26. This action has been brought and may properly be maintained as a class action
19 under the California Code of Civil Procedure § 382 because there are common questions of law
20 and fact as to the Class that predominate over questions affecting only individual members
21 including, but not limited to:

- 22 (a) Whether Defendants illegally deducted wages from Plaintiff and class members;
23 (b) Whether Defendants failed to timely pay all wages earned by Plaintiff and class
24 members;
25 (c) Whether Defendants failed to timely pay Plaintiff and former class members all
26 wages due upon termination or within 72 hours of resignation;

- 1 (d) Whether Defendants required Plaintiff and class members to use their personal
2 cellular devices and home internet for work-related purposes, without paying a
3 reasonable percentage of their bills;
- 4 (e) Whether Defendants failed to furnish Plaintiff and class members with accurate,
5 itemized wage statements; and
- 6 (f) Whether Defendants engaged in unfair business practices in violation of Business
7 & Professions Code §§ 17200, *et seq.*

8 27. There is a well-defined community of interest in this litigation and the Class is
9 readily ascertainable:

- 10 (a) Numerosity: The members of the Class are so numerous that joinder of all
11 members is impractical. Although the members of the Class are unknown
12 to Plaintiff at this time, on information and belief, the Class is estimated to
13 be greater than 100 individuals. The identity of the class members are
14 readily ascertainable by inspection of Defendants' employment and payroll
15 records.
- 16 (b) Typicality: The claims (or defenses, if any) of Plaintiff are typical of the
17 claims (or defenses, if any) of the Class because Defendants' failure to
18 comply with the provisions of California wage and hour laws entitled each
19 class member to similar pay, benefits and other relief. The injuries
20 sustained by Plaintiff are also typical of the injuries sustained by the Class
21 because they arise out of and are caused by Defendants' common course of
22 conduct as alleged herein.
- 23 (c) Adequacy: Plaintiff is qualified to, and will fairly and adequately represent
24 and protect the interests of all members of the Class because it is in his best
25 interest to prosecute the claims alleged herein to obtain full compensation
26 and penalties due to him and the Class. Plaintiff's attorneys, as proposed
27 class counsel, are competent and experienced in litigating large
28 employment class actions and are versed in the rules governing class action

1 discovery, certification and settlement. Plaintiff has incurred and,
2 throughout the duration of this action, will continue to incur attorneys' fees
3 and costs that have been and will be necessarily expended for the
4 prosecution of this action for the substantial benefit of each class member.

5 (d) Superiority: The nature of this action makes the use of class action
6 adjudication superior to other methods. A class action will achieve
7 economies of time, effort and expense as compared with separate lawsuits,
8 and will avoid inconsistent outcomes because the same issues can be
9 adjudicated in the same manner and at the same time for each Class. If
10 appropriate this Court can, and is empowered to, fashion methods to
11 efficiently manage this case as a class action.

12 (e) Public Policy Considerations: Employers in the State of California and
13 other states violate employment and labor laws every day. Current
14 employees are often afraid to assert their rights out of fear of direct or
15 indirect retaliation. Former employees are fearful of bringing actions
16 because they believe their former employers might damage their future
17 endeavors through negative references and/or other means. Class actions
18 provide the class members who are not named in the complaint with a
19 type of anonymity that allows for the vindication of their rights at the
20 same time as affording them privacy protections.

21 FIRST CAUSE OF ACTION

22 FAILURE TO TIMELY PAY ALL EARNED WAGES

23 (Violation of Labor Code §§ 204 and 210; Violation of IWC Wage Order)

24 28. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
25 though fully set forth herein.

26 29. Labor Code § 204 provides that all wages earned by an employee are due and
27 payable twice during each calendar month.

1 30. Defendants failed to timely pay Plaintiff and class members all of their earned
2 wages as required by Labor Code Section 204.

3 31. Plaintiff and class members have been deprived of their rightfully earned wages as
4 a direct and proximate result of Defendants' failure to pay said compensation. Plaintiff and class
5 members are entitled to recover such amounts, plus interest thereon, attorney's fees and costs.

6 32. In addition, Plaintiff and class members are entitled to penalties pursuant to Labor
7 Code § 210 as follows: (1) for Defendants' initial violation, \$100 for each failure to pay each
8 Class Member; and (2) for each of Defendants' subsequent violations, or any willful or
9 intentional violation, \$200 for each failure to pay each Class Member, plus 25 percent of the
10 amount unlawfully held.

11 **SECOND CAUSE OF ACTION**

12 **UNLAWFUL DEDUCTION OF WAGES**

13 **(Violation of Labor Code §§ 221, 223)**

14 33. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
15 though fully set forth herein.

16 34. Labor Code § 221 provides, in pertinent part, "[i]t shall be unlawful for any
17 employer to collect or receive from an employee any part of wages theretofore paid by said
18 employer to said employee."

19 35. During the relevant time period, Defendants made unlawful deductions from
20 Plaintiff's and class members' wages.

21 36. Defendants' violation of Labor Code §§ 221-223 caused Plaintiffs and class
22 members to suffer substantial monetary losses, and expenses and attorney's fees in seeking to
23 compel Defendants to fully perform their obligations under California law, as a result Plaintiff and
24 class members suffered and continue to suffer a loss of wages and compensation, pursuant to Labor
25 Code § 218.5 and Code of Civil Procedure 1021.5.

26 ///

27 ///

28 ///

1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

3 **(Violation of Labor Code § 226; Violation of IWC Wage Order)**

4 37. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
5 though fully set forth herein.

6 38. Labor Code § 226(a) requires Defendants to provide each employee with an
7 accurate wage statement in writing showing nine pieces of information, including: (1) gross
8 wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units
9 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
10 deductions, provided that all deductions made on written orders of the employee may be
11 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period
12 for which the employee is paid, (7) the name of the employee and the last four digits of his or
13 her social security number or an employee identification number other than a social security
14 number, (8) the name and address of the legal entity that is the employer, and (9) all applicable
15 hourly rates in effect during the pay period and the corresponding number of hours worked at
16 each hourly rate by the employee.

17 39. During the relevant time period, Defendants have knowingly and intentionally
18 failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff
19 and class members. The deficiencies include, among other things, the failure to correctly state
20 the gross and net wages earned, the total hours worked and all applicable hourly rates in effect,
21 and the number of hours worked at each hourly rate by Plaintiff and class members.

22 40. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff
23 and class members have suffered injury and damage to their statutorily protected rights.
24 Specifically, Plaintiff and class members have been injured by Defendants' intentional
25 violation of California Labor Code § 226(a) because they were denied both their legal right to
26 receive, and their protected interest in receiving, accurate itemized wage statements under
27 California Labor Code § 226(a). Plaintiff has had to file this lawsuit in order to determine the
28 extent of the underpayment of wages, thereby causing Plaintiff to incur expenses and lost time.

1 Plaintiff would not have had to engage in these efforts and incur these costs had Defendants
2 provided the accurate wages earned. This has also delayed Plaintiff's ability to demand and
3 recover the underpayment of wages from Defendants.

4 41. California Labor Code § 226(a) requires an employer to pay the greater of all
5 actual damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurred,
6 and one hundred dollars (\$100.00) per employee for each violation in subsequent pay periods,
7 plus attorney's fees and costs, to each employee who was injured by the employer's failure to
8 comply with California Labor Code § 226(a).

9 42. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff
10 and class members from knowing, understanding and disputing the wages paid to them, and
11 resulted in an unjustified economic enrichment to Defendants. As a result of Defendants'
12 knowing and intentional failure to comply with California Labor Code § 226(a), Plaintiff and
13 class members have suffered an injury, and the exact amount of damages and/or penalties is all
14 in an amount to be shown according to proof at trial.

15 43. Plaintiff and class members are also entitled to injunctive relief under California
16 Labor Code § 226(h), compelling Defendants to comply with California Labor Code § 226, and
17 seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

18 **FOURTH CAUSE OF ACTION**

19 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

20 **(Violation of Cal. Labor Code §§ 2800 and 2802)**

21 44. Plaintiff re-alleges and incorporates by this reference each and every allegation set
22 forth in all previous paragraphs of the Complaint.

23 45. Labor Code section 2800 provides, in pertinent part, "[a]n employer shall in all
24 cases indemnify his employee for losses caused by the employer's want of ordinary care."

25 46. Labor Code section 2802 provides, in pertinent part, "[a]n employer shall
26 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
27 in direct consequence of the discharge of his or her duties..."

28 47. Further, Labor Code section 2802 additionally provides, in pertinent part:

1 “(c)...the term ‘necessary expenditures or losses’ shall include all reasonable costs, including but
2 not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this
3 section.”

4 48. California Labor Code section 2804 mandates that this statutory right cannot be
5 waived.

6 49. During the relevant time period, Defendants were required to indemnify and
7 reimburse Plaintiff and class members for all expenditures or losses caused by the employer’s
8 want of ordinary care and/or incurred in direct consequent of the discharge of their duties, but
9 failed to indemnify and reimburse Plaintiff and class members.

10 50. As a direct and proximate result, Plaintiff and class members have suffered, and
11 continue to suffer, substantial losses, related to the use and enjoyment of such monies to be
12 reimbursed, lost interest on such monies, and expenses and attorney’s fees in seeking to compel
13 Defendants to fully perform their obligations under California law, all to their damage in amounts
14 according to proof at the time of trial.

15 51. Accordingly, Plaintiff and class members are entitled to recover, and hereby seek,
16 an amount equal to incurred necessary expenditures, pre- and post-judgment interest, applicable
17 penalties, attorneys’ fees and costs, and any further equitable relief this Court may deem just and
18 proper. See Cal. Lab. Code § 2802; see also, Cal. Civ. Proc. Code § 1021.5.

19 52. Plaintiff, on behalf of himself and class members, requests relief as described
20 below.

21 **FIFTH CAUSE OF ACTION**

22 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT AND**
23 **WITHIN THE REQUIRED TIME**

24 (Violation of Labor Code §§ 201, 202 and 203; Violation of IWC Wage Order)

25 53. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
26 though fully set forth herein.

27 54. California Labor Code §§ 201 and 202 provide that if an employer discharges an
28

1 employee, the wages earned and unpaid at the time of discharge are due and payable
2 immediately, and that if an employee voluntarily leaves his employment, his wages shall
3 become due and payable not later than seventy-two (72) hours thereafter, unless the employee
4 has given seventy-two (72) hours previous notice of his intention to quit, in which case the
5 employee is entitled to his wages at the time of quitting.

6 55. During the relevant time period, Defendants willfully failed to pay Plaintiff and
7 Waiting Time Subclass members all their earned wages upon termination including, but not
8 limited to, proper minimum wages and overtime and doubletime compensation, either at the
9 time of discharge or within seventy-two (72) hours of their leaving Defendants' employ.

10 56. Defendants' failure to pay Plaintiff and Waiting Time Subclass members all
11 their earned wages at the time of discharge or within seventy-two (72) hours of their leaving
12 Defendants' employ is in violation of Labor Code §§ 201 and 202.

13 57. California Labor Code § 203 provides that if an employer willfully fails to pay
14 wages owed immediately upon discharge or resignation in accordance with Labor Code §§ 201
15 and 202, then the wages of the employee shall continue as a penalty from the due date at the
16 same rate until paid or until an action is commenced; but the wages shall not continue for more
17 than thirty (30) days.

18 58. Plaintiff and Waiting Time Subclass members are entitled to recover from
19 Defendants the statutory penalty which is defined as Plaintiff's and Waiting Time Subclass
20 members' regular daily wages for each day they were not paid, at their regular hourly rate of
21 pay, up to a thirty (30) day maximum pursuant to Labor Code § 203.

22 **SIXTH CAUSE OF ACTION**

23 **VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, ET SEQ.**

24 59. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
25 though fully set forth herein.

26 60. Defendants' conduct, as alleged herein, has been and continues to be unfair,
27 unlawful and harmful to Plaintiff and class members. Plaintiff seek to enforce important rights
28 affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

61. Defendants' activities, as alleged herein, violate California law and constitute unlawful business acts or practices in violation of California Business and Professions Code §§ 17200, *et seq.*

62. A violation of Business and Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law.

63. Defendants' policies and practices have violated state law in at least the following respects:

(a) Failing to timely pay all wages earned by Plaintiff and class members in violation of Labor Code §§ 204, and 210;

(b) Deducting the wages of Plaintiff and class members in violation of Labor Code § 221;

(c) Failing to provide Plaintiff and class members with accurate itemized wage statements in violation of Labor Code § 226; and

(e) Failing to timely pay all earned wages to Plaintiff and Waiting Time Subclass members upon separation of employment in violation of Labor Code §§ 201, 202 and 203.

64. Defendants intentionally avoided paying Plaintiff and class members' wages and monies, thereby creating for Defendants an artificially lower cost of doing business in order to undercut their competitors and establish and gain a greater foothold in the marketplace.

65. Pursuant to Business and Professions Code §§ 17200, *et seq.* Plaintiff and class members are entitled to restitution of the wages unlawfully withheld and retained by Defendants during a period that commences four years prior to the filing of the Complaint, an award of attorneys' fees pursuant to Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

PRAYER FOR RELIEF

Plaintiff, on his own behalf and on behalf of all others similarly situated, pray for relief and judgment against Defendants, jointly and severally, as follows:

1. For certification of this action as a class action, including certifying the Class and Subclass alleged by Plaintiff;

2. For appointment of Shahid Rahmatullah as the class representative;
3. For appointment of Lebe Law, APLC as class counsel for all purposes;
4. For compensatory damages in an amount according to proof with interest thereon;
5. For economic and/or special damages in an amount according to proof with interest thereon;
6. For recovery of unpaid wages pursuant to Labor Code §§ 221–223.
7. For waiting time penalties of 30-days' pay pursuant to Labor Code section 203 related to Defendants' failure to timely pay all wages due to Plaintiff and all other terminated or separated Class Members, distributed in a fair and equitable manner in an amount according to proof;
8. For reimbursement of unpaid business expenses, in accordance with Labor Code section 2802;
9. For reasonable attorneys' fees, costs of suit and interest to the extent permitted by law, including pursuant to Code of Civil Procedure § 1021.5, Labor Code §§ 226(e) and 1194;
10. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;
11. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;
12. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent and, therefore, constituting unfair competition under Business and Professions Code §§ 17200, *et seq.*;
13. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, benefits and penalties, including interest thereon;
14. For pre-judgment interest; and

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15. For such other relief as the Court deems just and proper.

Dated: July 21, 2020

LEBE LAW, APLC

By: 
Jonathan M. Lebe
Attorney for Plaintiff Shahid Rahmatullah,
Individually and on behalf of all others similarly
situated

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

Dated: July 21, 2020

LEBE LAW, APLC

By: 
Jonathan M. Lebe
Attorney for Plaintiff Shahid Rahmatullah,
Individually and on behalf of all others similarly
situated

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jonathan M. Lebe (SBN 284605) • Lebe Law, APLC 777 S. Alameda Street, 2nd Floor, Los Angeles, CA 90021 TELEPHONE NO.: (213) 358-7046 FAX NO.: ATTORNEY FOR (Name): Shahid Rahmatullah		FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN BERNARDINO SAN BERNARDINO DISTRICT JUL 23 2020  LaShondra Richardson	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Bernardino STREET ADDRESS: 247 West 3rd Street MAILING ADDRESS: 247 West 3rd Street CITY AND ZIP CODE: San Bernardino, CA 92401 BRANCH NAME: San Bernardino Justice Center			
CASE NAME: Shahid Rahmatullah v. Sprint/United Management Company			
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less)		Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		CASE NUMBER: CIV DS 2014777 JUDGE: DEPT:	

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:
- | | | |
|---|--|--|
| Auto Tort
☐ Auto (22)
☐ Uninsured motorist (46)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)
Non-PI/PD/WD (Other) Tort
☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)
Employment
☐ Wrongful termination (36)
☒ Other employment (15) | Contract
☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)
Real Property
☐ Eminent domain/Inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)
Unlawful Detainer
☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)
Judicial Review
☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39) | Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment
☐ Enforcement of judgment (20)
Miscellaneous Civil Complaint
☐ RICO (27)
☐ Other complaint (not specified above) (42)
Miscellaneous Civil Petition
☐ Partnership and corporate governance (21)
☐ Other petition (not specified above) (43) |
|---|--|--|
2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. ☐ Large number of separately represented parties
b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. ☐ Substantial amount of documentary evidence | d. ☐ Large number of witnesses
e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. ☐ Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify):
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: July 21, 2020
 Jonathan M. Lebe

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on **all** other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice–Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court Case Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

Shahid Rahmatullah,

Case No. CIV DS 2014777

vs.

CERTIFICATE OF ASSIGNMENT

Sprint/United Management Company

A civil action or proceeding presented for filing must be accompanied by this Certificate. If the ground is the residence of a party, name and residence shall be stated.

The undersigned declares that the above-entitled matter is filed for proceedings in the San Bernardino District of the Superior Court under Rule 131 and General Order of this court for the checked reason:

☐ General

☐ Collection

Nature of Action

Ground

- | | |
|--|---|
| ☐ 1. Adoption | Petitioner resides within the district |
| ☐ 2. Conservator | Petitioner or conservatee resides within the district. |
| ☐ 3. Contract | Performance in the district is expressly provided for. |
| ☐ 4. Equity | The cause of action arose within the district. |
| ☐ 5. Eminent Domain | The property is located within the district. |
| ☐ 6. Family Law | Plaintiff, defendant, petitioner or respondent resides within the district. |
| ☐ 7. Guardianship | Petitioner or ward resides within the district or has property within the district. |
| ☐ 8. Harassment | Plaintiff, defendant, petitioner or respondent resides within the district. |
| ☐ 9. Mandate | The defendant functions wholly within the district. |
| ☐ 10. Name Change | The petitioner resides within the district. |
| ☐ 11. Personal Injury | The injury occurred within the district. |
| ☐ 12. Personal Property | The property is located within the district. |
| ☐ 13. Probate | Decedent resided or resides within or had property within the district. |
| ☐ 14. Prohibition | The defendant functions wholly within the district. |
| ☐ 15. Review | The defendant functions wholly within the district. |
| ☐ 16. Title to Real Property | The property is located within the district. |
| ☐ 17. Transferred Action | The lower court is located within the district. |
| ☐ 18. Unlawful Detainer | The property is located within the district. |
| ☐ 19. Domestic Violence | The petitioner, defendant, plaintiff or respondent resides within the district. |
| ☒ 20. Other Employment | The employment occurred within this district. |
| ☐ 21. THIS FILING WOULD | NORMALLY FALL WITHIN JURISDICTION OF SUPERIOR COURT |

The address of the accident, performance, party, detention, place of business, or other factor which qualifies this case for filing in the above-designed district is:

NAME - INDICATE TITLE OR OTHER QUALIFYING FACTOR

7528 Silverado Trail Place
ADDRESS

Rancho Cucamonga

CA

91739

CITY

STATE

ZIP CODE

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed on July 21, 2020 at Los Angeles, California.



Signature of Attorney/Party

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY: _____ TELEPHONE NO.: _____ E-MAIL ADDRESS: _____ ATTORNEY FOR (Name): _____ FAX NO. (Optional): _____	STATE BAR NUMBER: _____	Reserved for Clerk's File Stamp
TRIAL SETTING CONFERENCE DATE: _____ UNLIMITED CASE: _____ LIMITED CASE: _____		CIV DS 2014777
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO		
COURTHOUSE ADDRESS: _____		
PLAINTIFF: _____		
DEFENDANT: _____		
INITIAL TRIAL SETTING CONFERENCE STATEMENT		CASE NUMBER:

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided. This document must be filed and served at least 15 days prior to the trial setting conference date.

1. **Party or parties (answer one):**
 - a. ☐ This statement is submitted by party (*name*):
 - b. ☐ This statement is submitted jointly by parties (*names*):
2. **Service of Complaint** on all parties has ☐ has not ☐ been completed.
3. **Service of Cross-Complaint** on all parties has ☐ has not ☐ been completed.
4. **Description of case in Complaint:** _____
5. **Description of case in Cross-Complaint:** _____
6. **Has all discovery been completed:** Yes ☐ No ☐ Date discovery anticipated to be completed: _____
7. **Do you agree to mediation?** Yes ☐ No ☐ Please check type agreed to: Private: ☐ Court-sponsored: ☐
8. **Related cases, consolidation, and coordination:** Please attach a Notice of Related Case.
☐ A motion to ☐ consolidate ☐ coordinate will be filed by (*name of party*): _____
9. **Trial dates requested:** Yes ☐ No ☐ Available dates: _____ Time estimate: _____
10. **Other issues:**
☐ The following additional matters are requested to be considered by the Court: _____
11. **Meet and Confer:**
☐ The parties represent that they have met and conferred on all subjects required by California Rules of Court, Rule 3.724.
☐ The parties have entered into the following stipulation(s): _____
12. **Total number of pages attached (if any):** _____

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the Initial Trial Setting Conference, including the written authority of the party where required.

Date: _____

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

