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

STEVEN JEFFERSON, individually, and on
behalf of other members of the general public
similarly situated, and on behalf of aggrieved
employees pursuant to the Private Attorneys
General Act ("PAGA");

Plaintiff,

v.

MCCORMACK BARON MANAGEMENT,
INC., a Missouri corporation; and DOES 1
through 100, inclusive;

Defendants.

Case No.: CGC-20-588162

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (8) Violation of California Labor Code § 2698 *et seq.* (Private Attorneys General Act of 2004); and
- (9) Violation of California Business & Professions Code §§ 17200, *et seq.*

Complaint Filed: December 4, 2020
Trial Date: None Set

**ELECTRONICALLY
FILED**
*Superior Court of California,
County of San Francisco*
11/22/2021
Clerk of the Court
BY: SANDRA SCHIRO
Deputy Clerk

1 Plaintiff Steven Jefferson ("Plaintiff") hereby submits his First Amended Class Action
2 Complaint against Defendant McCormack Baron Management, Inc. and DOES 1 through 100,
3 inclusive; (collectively, "Defendants") on behalf of other members of the general public
4 similarly situated, and on behalf of aggrieved employees pursuant to the Private Attorneys
5 General Act of 2004 ("PAGA") as follows:

6 **JURISDICTION AND VENUE**

7 1. This class action is brought pursuant to the California Code of
8 Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds
9 the minimal jurisdiction limits of the Superior Court and will be established according to proof
10 at trial. The monetary damages and restitution sought by Plaintiff exceeds the minimal
11 jurisdiction limits of the Superior Court and will be established according to proof at trial. The
12 "amount in controversy" for the named Plaintiff, including claims for compensatory damages,
13 restitution, penalties, wages, premium pay, and pro rata share of attorneys' fees, is less than
14 seventy-five thousand dollars (\$75,000).

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

19 3. This Court has jurisdiction over all Defendants because, upon information
20 and belief, Defendants has sufficient minimum contacts in California, or otherwise intentionally
21 avails itself of California law so as to render the exercise of jurisdiction over it by the California
22 courts consistent with traditional notions of fair play and substantial justice.

23 4. Venue is proper in this Court because, upon information and belief, the
24 named Defendants transact business and/or have offices in this county, and the acts and
25 omissions alleged herein relating to Plaintiff and other class members took place in the State of
26 California including the County of San Francisco. Moreover, this action is brought on behalf of
27 the State of California as a private attorney general and has jurisdiction in this venue.

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PARTIES

5. Plaintiff Steven Jefferson is an individual residing in the State of California. Plaintiff was employed by Defendants within the statutory time period.

6. Defendant MCCORMACK BARON MANAGEMENT, INC. at all times herein mentioned was and is, upon information and belief, a Missouri Corporation, and at all times herein mentioned was and is, an employer whose employees are engaged throughout the State of California, including the County of San Francisco.

7. Defendants MCCORMACK BARON MANAGEMENT, INC. and DOES 1 through 100 will hereinafter collectively be referred to as "Defendants."

8. Plaintiff is informed and believes and thereon alleges that Defendants are licensed to do business and actually doing business in the State of California, including the County of San Francisco.

9. At all times herein relevant, Defendant MCCORMACK BARON MANAGEMENT, INC. was the "employer" of Plaintiff within the meaning of all applicable California laws and statutes.

10. Plaintiff further alleges that Defendants, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other class members so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein

11. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of Defendants sued herein as DOES 1 through 100, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend the complaint when the true names and capacities are known. Plaintiff is informed and believes and thereon alleges that each of Defendants designated as a DOE was responsible in some way for the matters alleged herein and proximately caused Plaintiff and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

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1 **12.** At all times herein mentioned, Defendants and DOES 1 through 100, and
2 each of them, were agents, partners, joint venturers, representatives, servants, employees,
3 successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant
4 hereto were acting within the course and scope of their authority as such agents, partners, joint
5 venturers, representatives, servants, employees, successors, co-conspirators and assigns, and that
6 all acts or omissions alleged herein were duly committed with ratification, knowledge,
7 permission, encouragement, authorization and consent of each Defendants designated herein.

8 **CLASS ACTION ALLEGATIONS**

9 **13.** Plaintiff brings this action on his own behalf and on behalf of all other
10 members of the general public similarly situated, and, thus, seeks class certification under
11 California Code of Civil Procedure section 382.

12 **14.** The proposed class is defined as follows:

13 (1) All current and former hourly-paid or non-exempt individuals
14 employed by Defendants within the State of California at any time during
15 the time period from December 4, 2016 to September 15, 2021.

16 **15.** Plaintiff reserves the right to establish subclasses as appropriate.

17 **16.** The class is ascertainable and there is a well-defined community of
18 interest in the litigation:

19 a. Numerosity: The class members are so numerous that joinder of all class
20 members is impracticable. The membership of the entire class is unknown
21 to Plaintiff at this time; however, the class is estimated to be greater than
22 fifty (50) individuals and the identity of such membership is readily
23 ascertainable by inspection of Defendants' employment.

24 b. Typicality: Plaintiff's claims are typical of all other class members' as
25 demonstrated herein. Plaintiff will fairly and adequately protect
26 the interests of the other class members with whom they have a well-
27 defined community of interest.

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1 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each
2 class member, with whom they have a well-defined community of interest
3 and typicality of claims, as demonstrated herein. Plaintiff has no interest
4 that is antagonistic to the other class members. Plaintiff's attorneys, the
5 proposed class counsel, are versed in the rules governing class action
6 discovery, certification, and settlement. Plaintiff has incurred, and during
7 the pendency of this action will continue to incur, costs and attorneys'
8 fees, that have been, are, and will be necessarily expended for the
9 prosecution of this action for the substantial benefit of each class member.

10 d. Superiority: A class action is superior to other available methods for the
11 fair and efficient adjudication of this litigation because individual joinder
12 of all class members is impractical.

13 e. Public Policy Considerations: Certification of this lawsuit as a class action
14 will advance public policy objectives. Employers of this great state
15 violate employment and labor laws every day. Current employees are
16 often afraid to assert their rights out of fear of direct or indirect retaliation.
17 However, class actions provide the class members who are not named in
18 the complaint anonymity that allows for the vindication of their rights.

19 **17.** There are common questions of law and fact as to the class members that
20 predominate over questions affecting only individual members. The following common
21 questions of law or fact, among others, exist as to the members of the class:

22 a. Whether Defendants' failure to pay wages, without abatement
23 or reduction, in accordance with the California Labor Code, was willful;

24 b. Whether Defendants had a pattern and practice of failing to pay their
25 hourly-paid or non-exempt employees within the State of California for all
26 hours worked, missed (short, late, interrupted, and/or missed altogether)
27 meal periods and rest breaks in violation of California law;

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- 1 c. Whether Defendants required Plaintiff and the other class members to
2 work over eight (8) hours per day and/or over forty (40) hours per week
3 and failed to pay the legally required overtime compensation to Plaintiff
4 and the other class members;
- 5 d. Whether Defendants properly calculated the regular rate for Plaintiff and
6 the other class members who worked overtime and earned incentive pay;
- 7 e. Whether Defendants deprived Plaintiff and the other class members of
8 meal and/or rest periods or required Plaintiff and the other class members
9 to work during meal and/or rest periods without compensation;
- 10 f. Whether Defendants failed to pay minimum wages to Plaintiff and the
11 other class members for all hours worked;
- 12 g. Whether Defendants failed to pay all wages due to Plaintiff and the other
13 class members within the required time upon their discharge or
14 resignation;
- 15 h. Whether Defendants failed to timely pay all wages due to Plaintiff and the
16 other class members during their employment;
- 17 i. Whether Defendants complied with wage reporting as required by the
18 California Labor Code; including, *inter alia*, section 226;
- 19 j. Whether Defendants failed to reimburse Plaintiff and other class members
20 for necessary business related expenses and costs;
- 21 k. Whether Defendants' conduct was willful or reckless;
- 22 l. Whether Defendants engaged in unfair business practices in violation of
23 California Business & Professions Code section 17200, *et seq.*;
- 24 m. The appropriate amount of damages, restitution, and/or monetary penalties
25 resulting from Defendants' violation of California law; and
- 26 n. Whether Plaintiff and the other class members are entitled
27 to compensatory damages pursuant to the California Labor Code.

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GENERAL ALLEGATIONS

18. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California.

19. Defendants, jointly and severally, employed Plaintiff from approximately November 2015 to April 2020 in the State of California.

20. Defendants hired Plaintiff and the other class members and classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked, missed meals periods, and/or rest breaks.

21. Defendants had the authority to hire and terminate Plaintiff and the other class members; to set work rules and conditions governing Plaintiff and the other class members' employment; and to supervise their daily employment activities.

22. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's and the other class members' employment for them to be employers of Plaintiff and the other class members.

23. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members.

24. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

25. Plaintiff and the other class members worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendant.

26. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt employees within the State of California, involving, *inter alia*, failing to pay them for all regular and/or overtime wages earned, missed meal periods and rest breaks in violation of California law.

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1 **27.** Plaintiff is informed and believes, and based thereon alleges,
2 that Defendants knew or should have known that Plaintiff and the other class members
3 were entitled to receive certain wages for overtime compensation and that they were not
4 receiving wages for overtime compensation.

5 **28.** Plaintiff is informed and believes, and based thereon alleges,
6 that Defendants failed to provide Plaintiff and the other class members the required rest and meal
7 periods during the relevant time period as required under the Industrial Welfare Commission
8 Wage Orders and thus they are entitled to any and all applicable penalties.

9 **29.** Plaintiff is informed and believes, and based thereon alleges,
10 that Defendants knew or should have known that Plaintiff and the other class members
11 were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiff's
12 and the other class member's regular rate of pay when a meal period was missed, and they
13 did not receive all meal periods or payment of one additional hour of pay at Plaintiff's and
14 the other class member's regular rate of pay when a meal period was missed.

15 **30.** Plaintiff is informed and believes, and based thereon alleges,
16 that Defendants knew or should have known that Plaintiff and the other class members
17 were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's
18 and the other class member's regular rate of pay when a rest period was missed, and they did
19 not receive all rest periods or payment of one additional hour of pay at Plaintiff's and the
20 other class members' regular rate of pay when a rest period was missed.

21 **31.** Plaintiff is informed and believes, and based thereon alleges,
22 that Defendants knew or should have known that Plaintiff and the other class members
23 were entitled to receive at least minimum wages for compensation and that they were not
24 receiving at least minimum wages for all hours worked.

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1 **32.** Plaintiff is informed and believes, and based thereon alleges,
2 that Defendants knew or should have known that Plaintiff and the other class members
3 were entitled to receive all wages owed to them upon discharge or resignation, including
4 overtime and minimum wages and meal and rest period premiums, and they did not, in fact,
5 receive all such wages owed to them at the time of their discharge or resignation.

6 **33.** Plaintiff is informed and believes, and based thereon alleges,
7 that Defendants knew or should have known that Plaintiff and the other class members
8 were entitled to receive complete and accurate wage statements in accordance with California
9 law, but, in fact, they did not receive complete and accurate wage statements from
10 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours
11 worked by Plaintiff and the other class members.

12 **34.** Plaintiff is informed and believes, and based thereon alleges,
13 that Defendants knew or should have known that Plaintiff and the other class members
14 were entitled to reimbursement for necessary business-related expenses.

15 **35.** Plaintiff is informed and believes, and based thereon alleges,
16 that Defendants knew or should have known that they had a duty to compensate Plaintiff and
17 the other class members pursuant to California law, and that Defendants had the financial
18 ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so,
19 and falsely represented to Plaintiff and the other class members that they were properly
20 denied wages, all in order to increase Defendants' profits.

21 **36.** As pattern and practice, during the relevant times set forth herein,
22 Defendants failed to pay overtime wages to Plaintiff and the other class members for all hours
23 worked. Plaintiff and the other class members were required to work more than eight (8) hours
24 per day and/or forty (40) hours per week without overtime compensation.

25 **37.** As pattern and practice, during the relevant times set forth herein,
26 Defendants failed to provide the requisite uninterrupted meal and rest periods to Plaintiff and the
27 other class members.

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1 **38.** As pattern and practice, during the relevant times set forth herein,
2 Defendants failed to pay Plaintiff and the other class members at least minimum wages for all
3 hours worked.

4 **39.** As pattern and practice, during the relevant times set forth herein,
5 Defendants failed to pay Plaintiff and the other class members all wages owed to them upon
6 discharge or resignation.

7 **40.** As pattern and practice, during the relevant times set forth herein,
8 Defendants failed to provide complete or accurate wage statements to Plaintiff and the other
9 class members.

10 **41.** As pattern and practice, during the relevant times set forth herein,
11 Defendants failed to reimburse Plaintiff and the other class members for necessary business-
12 related expenses and costs.

13 **42.** As pattern and practice, during the relevant times set forth herein,
14 Defendants failed to properly compensate Plaintiff and the other class members pursuant to
15 California law in order to increase Defendants' profits.

16 **43.** California Labor Code section 218 states that nothing in Article 1
17 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or
18 penalty due to him [or her] under this article."

19 **FIRST CAUSE OF ACTION**

20 **(Violation of California Labor Code §§ 510 and 1198)**

21 **(AGAINST ALL DEFENDANTS BY PLAINTIFF)**

22 **44.** Plaintiff incorporates by reference the allegations contained in Paragraphs
23 1 through 43, and each and every part thereof with the same force and effect as though fully set
24 forth herein.

25 **45.** California Labor Code section 1198 and the applicable Industrial Welfare
26 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without
27 compensating them at a rate of pay either time-and-one-half or two-times that person's regular
28 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

1 **46.** Specifically, the applicable IWC Wage Order provides that Defendants are
2 and were required to pay Plaintiff and the other class members employed by Defendants, and
3 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
4 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than
5 forty (40) hours in a workweek.

6 **47.** The applicable IWC Wage Order further provides that Defendants are and
7 were required to pay Plaintiff and the other class members overtime compensation at a rate of
8 two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

9 **48.** California Labor Code section 510 codifies the right to
10 overtime compensation at one-and-one-half times the regular hourly rate for hours worked in
11 excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours
12 worked on the seventh day of work, and to overtime compensation at twice the regular hourly
13 rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a
14 day on the seventh day of work.

15 **49.** During the relevant time period, Plaintiff and the other class
16 members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a
17 week.

18 **50.** During the relevant time period, Defendants intentionally and
19 willfully failed to pay overtime wages owed to Plaintiff and the other class members.

20 **51.** Defendants' failure to pay Plaintiff and the other class members
21 the unpaid balance of overtime compensation, as required by California laws, violates
22 the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

23 **52.** Pursuant to California Labor Code section 1194, Plaintiff and the other
24 class members are entitled to recover unpaid overtime compensation, as well as interest, costs,
25 and attorneys' fees.

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SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(AGAINST ALL DEFENDANTS BY PLAINTIFF)

53. Plaintiff incorporate by reference the allegations contained in Paragraphs 1 through 52, and each and every part thereof with the same force and effect as though fully set forth herein.

54. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other class members' employment by Defendants.

55. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

56. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

57. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

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1 **58.** During the relevant time period, Plaintiff and the other class members who
2 were scheduled to work for a period of time no longer than six (6) hours, and who did not waive
3 their legally-mandated meal periods by mutual consent, were required to work for periods longer
4 than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes
5 and/or rest period.

6 **59.** During the relevant time period, Plaintiff and the other class members who
7 were scheduled to work for a period of time in excess of six (6) hours were required to work
8 for periods longer than five (5) hours without an uninterrupted meal period of not less than
9 thirty (30) minutes and/or rest period.

10 **60.** During the relevant time period set forth herein, Plaintiff and the other
11 class members who were scheduled to work for a period of time no longer than twelve (12)
12 hours, and who did not waive their legally-mandated meal periods by mutual consent, were
13 required to work for periods longer than ten (10) hours without an uninterrupted meal period of
14 not less than thirty (30) minutes and/or without a rest period.

15 **61.** During the relevant time period set forth herein, Plaintiff and the other
16 class members who were scheduled to work for a period of time in excess of twelve (12) hours
17 were required to work for periods longer than ten (10) hours without an uninterrupted meal
18 period of not less than thirty (30) minutes and/or without a rest period.

19 **62.** During the relevant time period, Defendants intentionally and
20 willfully required Plaintiff and the other class members to work during meal periods and failed
21 to compensate Plaintiff and the other class members the full meal period premium for
22 work performed during meal periods.

23 **63.** During the relevant time period, Defendants failed to pay Plaintiff and the
24 other class members the full meal period premium due pursuant to California Labor Code section
25 226.7.

26 **64.** Defendants' conduct violates applicable IWC Wage Order and California
27 Labor Code sections 226.7 and 512(a).

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1 **65.** Pursuant to applicable IWC Wage Order and California Labor
2 Code section 226.7(b), Plaintiff and the other class members are entitled to recover
3 from Defendants one additional hour of pay at the employee's regular rate of compensation
4 for each workday that the meal or rest period is not provided.

5 **THIRD CAUSE OF ACTION**

6 **(Violation of California Labor Code § 226.7)**

7 **(AGAINST ALL DEFENDANTS BY PLAINTIFF)**

8 **66.** Plaintiff incorporate by reference the allegations contained in Paragraphs 1
9 through 65, and each and every part thereof with the same force and effect as though fully set
10 forth herein.

11 **67.** At all times herein set forth, the applicable IWC Wage Order
12 and California Labor Code section 226.7 were applicable to Plaintiff's and the other
13 class members' employment by Defendants.

14 **68.** At all relevant times, California Labor Code section 226.7 provides that no
15 employer shall require an employee to work during any rest period mandated by an applicable
16 order of the California IWC.

17 **69.** At all relevant times, the applicable IWC Wage Order provides that
18 "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as
19 practicable shall be in the middle of each work period" and that the "rest period time shall be
20 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
21 hours or major fraction thereof" unless the total daily work time is less than three and one-half
22 (3 ½) hours.

23 **70.** During the relevant time period, Defendants required Plaintiff and other
24 class members to work four (4) or more hours without authorizing or permitting a ten (10)
25 minute rest period per each four (4) hour period worked.

26 **71.** During the relevant time period, Defendants willfully required Plaintiff
27 and the other class members to work during rest periods and failed to pay Plaintiff and the other
28 class members the full rest period premium for work performed during rest periods.

1 72. During the relevant time period, Defendants failed to pay Plaintiff and the
2 other class members the full rest period premium due pursuant to California Labor Code section
3 226.7.

4 73. Defendants' conduct violates applicable IWC Wage Orders and California
5 Labor Code section 226.7.

6 74. Pursuant to the applicable IWC Wage Orders and California Labor Code
7 section 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants
8 one additional hour of pay at the employees' regular hourly rate of compensation for each
9 workday that the rest period was not provided.

10 **FOURTH CAUSE OF ACTION**

11 **(Violation of California Labor Code §§1194 and 1197)**

12 **(AGAINST ALL DEFENDANTS BY PLAINTIFF)**

13 75. Plaintiff incorporates by reference the allegations contained in Paragraphs
14 1 through 74, and each and every part thereof with the same force and effect as though fully set
15 forth herein.

16 76. At all relevant times, California Labor Code sections 1194, 1197,
17 and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a
18 lesser wage than the minimum so fixed is unlawful.

19 77. During the relevant time period, Defendants failed to pay minimum wage
20 to Plaintiff and the other class members as required, pursuant to California Labor Code sections
21 1194, 1197, and 1197.1.

22 78. Defendants' failure to pay Plaintiff and the other class members
23 the minimum wage as required violates California Labor Code sections 1194, 1197, and
24 1197.1. Pursuant to those sections Plaintiff and the other class members are entitled to recover
25 the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's
26 fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest
27 thereon.

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1 **79.** Pursuant to California Labor Code section 1197.1, Plaintiff and the other
2 class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay
3 each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
4 minimum wages.

5 **80.** Pursuant to California Labor Code section 1194.2, Plaintiff and the other
6 class members are entitled to recover liquidated damages in an amount equal to the wages
7 unlawfully unpaid and interest thereon.

8 **FIFTH CAUSE OF ACTION**

9 **(Violation of California Labor Code §§ 201 and 202)**

10 **(AGAINST ALL DEFENDANTS BY PLAINTIFF)**

11 **81.** Plaintiff incorporate by reference the allegations contained in Paragraphs 1
12 through 80, and each and every part thereof with the same force and effect as though fully set
13 forth herein.

14 **82.** At all relevant times herein set forth, California Labor Code sections 201
15 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
16 time of discharge are due and payable immediately, and if an employee quits his or her
17 employment, his or her wages shall become due and payable not later than seventy-two (72)
18 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
19 intention to quit, in which case the employee is entitled to his or her wages at the time of
20 quitting.

21 **83.** During the relevant time period, Defendants intentionally and
22 willfully failed to pay Plaintiff and the other class members who are no longer employed
23 by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their
24 leaving Defendants' employ.

25 **84.** Defendants' failure to pay Plaintiff and the other class members who are
26 no longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
27 hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201
28 and 202.

1 **85.** California Labor Code section 203 provides that if an employer willfully
2 fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the
3 employee shall continue as a penalty from the due date thereof at the same rate until paid or until
4 an action is commenced; but the wages shall not continue for more than thirty (30) days.

5 **86.** Plaintiff and the other class members are entitled to recover
6 from Defendants the statutory penalty wages for each day they were not paid, up to a thirty
7 (30) day maximum pursuant to California Labor Code section 203.

8 **SIXTH CAUSE OF ACTION**

9 **(Violation of California Labor Code § 226(a))**

10 **(AGAINST ALL DEFENDANTS BY PLAINTIFF)**

11 **87.** Plaintiff incorporates by reference the allegations contained in Paragraphs
12 1 through 86, and each and every part thereof with the same force and effect as though fully set
13 forth herein.

14 **88.** At all material times set forth herein, California Labor Code section 226(a)
15 provides that every employer shall furnish each of his or her employees an accurate itemized
16 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
17 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on
18 a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
19 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
20 dates of the period for which the employee is paid, (7) the name of the employee and his or her
21 social security number, (8) the name and address of the legal entity that is the employer, and (9)
22 all applicable hourly rates in effect during the pay period and the corresponding number of hours
23 worked at each hourly rate by the employee. The deductions made from payments of wages shall
24 be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and
25 a copy of the statement or a record of the deductions shall be kept on file by the employer for at
26 least three years at the place of employment or at a central location within the State of California.

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1 **89.** Defendants have intentionally and willfully failed to provide Plaintiff and
2 the other class members with complete and accurate wage statements. The deficiencies include
3 but are not limited to: the failure to include the total number of hours worked by Plaintiff and the
4 other class members.

5 **90.** As a result of Defendants' violation of California Labor Code
6 section 226(a), Plaintiff and the other class members have suffered injury and damage to
7 their statutorily protected rights.

8 **91.** More specifically, Plaintiff and the other class members have been injured
9 by Defendants' intentional and willful violation of California Labor Code section 226(a) because
10 they were denied both their legal right to receive, and their protected interest in receiving,
11 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

12 **92.** Plaintiff and the other class members are entitled to recover from Defendants
13 the greater of their actual damages caused by Defendants' failure to comply with California
14 Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
15 employee.

16 **93.** Plaintiff and the other class members are also entitled to injunctive relief to
17 ensure compliance with this section, pursuant to California Labor Code section 226(g).

18 **SEVENTH CAUSE OF ACTION**

19 **(Violation of California Labor Code §§ 2800 and 2802)**

20 **(AGAINST ALL DEFENDANTS BY PLAINTIFF)**

21 **94.** Plaintiff incorporates by reference the allegations contained in Paragraphs
22 1 through 93, and each and every part thereof with the same force and effect as though fully set
23 forth herein.

24 **95.** Pursuant to California Labor Code sections 2800 and 2802, an employer
25 must reimburse its employee for all necessary expenditures incurred by the employee in direct
26 consequence of the discharge of his or her job duties or in direct consequence of her or her
27 obedience to the directions of the employer.

28 ///

1 **96.** Defendants have intentionally and willfully failed to reimburse Plaintiff
2 and other class members for all necessary business-related expenses and costs. Plaintiff and
3 other class members are entitled to recover from Defendants their business-related expenses and
4 costs incurred during the course and scope of their employment, plus interest accrued from the
5 date on which the employee incurred the necessary expenditures at the same rate as judgments in
6 civil actions in the State of California.

7 **EIGHTH CAUSE OF ACTION**

8 **VIOLATION OF PAGA**

9 **(AGAINST ALL DEFENDANTS BY PLAINTIFF)**

10 **97.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 96
11 as though fully set forth herein.

12 **98.** PAGA expressly establishes that any provision of the California Labor
13 Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its
14 departments, divisions, commissions, boards, agencies or employees for a violation of the
15 California Labor Code, may be recovered through a civil action brought by an aggrieved
16 employee on behalf of himself or herself, and other current or former employees.

17 **99.** On September 24, 2020, Plaintiff provided written notice to the LWDA
18 and Defendants of the specific provisions of the Labor Code he contends were violated, and the
19 theories supporting his contentions. Attached hereto as **Exhibit 1** and incorporated by reference
20 is a copy of the written notice to the LWDA. Plaintiff believes that on or about November 30,
21 2020, the sixty-five (65) day notice period expired, and the LWDA did not take any action to
22 investigate or prosecute this matter. Therefore, Plaintiff has exhausted his administrative
23 remedies.

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26 ///

1 **100.** Plaintiff and the other hourly-paid or non-exempt employees are
2 “aggrieved employees” as defined by California Labor Code § 2699(c) in that they are all current
3 or former employees (whether hired directly or through a staffing agency or labor contractor) of
4 Defendants who worked for Defendants at any time during the period from December 4, 2019 to
5 September 15, 2021, and one or more of the alleged violations was committed against them.

6 **Failure to Pay Minimum and Overtime Wages**

7 **101.** At all times relevant herein, Defendants were required to compensate their
8 non-exempt employees minimum wages for all hours worked and overtime wages for all hours
9 worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the
10 mandate of Labor Code §§ 510, 1194, 1197, and 1198.

11 **102.** As a policy and practice, Defendants failed to compensate Plaintiff and the
12 other aggrieved current and former employees for all hours worked, resulting in a failure to pay
13 all minimum wages and overtime wages, where applicable.

14 **Failure to Provide Meal Periods and Rest Breaks**

15 **103.** In accordance with the mandates of Labor Code §§ 226.7 and 512,
16 Defendants were required to authorize and permit their non-exempt employees to take a 10-
17 minute rest break for every four (4) hours worked or major fraction thereof, and were further
18 required to provide their non-exempt employees with a 30-minute meal period for every five (5)
19 hours worked.

20 **104.** As a policy and practice, Defendants failed to provide Plaintiff and the
21 other aggrieved current and former employees with legally-mandated meal periods and rest
22 breaks and failed to pay proper compensation for this failure.

23 **Failure to Timely Pay Wages During Employment**

24 **105.** At all times relevant herein, Defendants were required to pay their
25 employees within a specified time period pursuant to the mandate of Labor Code § 204.

26 **106.** As a policy and practice, Defendants failed to pay Plaintiff and the other
27 aggrieved current and former employees all wages due and owing them within the required time
28 period.

1 **Failure to Timely Pay Wages Upon Termination**

2 **107.** At all times relevant herein, Defendants were required to pay their
3 employees all wages owed in a timely fashion at the end of employment pursuant to California
4 Labor Code §§ 201 to 204.

5 **108.** As a result of Defendants' Labor Code violations alleged above,
6 Defendants failed to pay Plaintiff and the other aggrieved former employees their final wages
7 pursuant to Labor Code §§ 201 to 204 and accordingly owe waiting time penalties pursuant to
8 Labor Code § 203.

9 **Failure to Provide Complete and Accurate Wage Statements**

10 **109.** At all times relevant herein, Defendants were required to keep *accurate*
11 records regarding their California employees pursuant to the mandate of Labor Code §§ 226 and
12 1174.

13 **110.** As a result of Defendants' various Labor Code violations, Defendants
14 failed to keep accurate records regarding Plaintiff and the other aggrieved current and former
15 employees. For example, Defendants failed in their affirmative obligation to keep accurate
16 records regarding Plaintiff and the other aggrieved current and former employees' gross wages
17 earned, total hours worked, all deductions, net wages earned, and all applicable hourly rates and
18 the number of hours worked at each hourly rate.

19 **Failure to Reimburse Business Expenses**

20 **111.** At all times relevant herein, Defendants were required to reimburse their
21 employees for any and all necessary expenditures or losses incurred by the employees in direct
22 consequences of the discharge or their duties pursuant to the mandate of Labor Code §§ 2800
23 and 2802.

24 **112.** As a policy and practice, Defendants failed to pay Plaintiff and the other
25 aggrieved current and former employees all business expenses incurred and owing them within
26 the required time period.

27 ///

28 ///

Penalties

113. Pursuant to California Labor Code § 2699, Plaintiff, individually, and on behalf of other current and former aggrieved employees, requests and is entitled to recover from Defendants, and each of them, civil penalties, interest, attorneys' fees and costs, including but not limited to:

114. Penalties under California Labor Code § 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

115. Penalties under California Code of Regulations Title 8 § 11040 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

116. Penalties under California Labor Code § 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

117. Penalties under Labor Code § 1197.1 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;

118. Any and all additional penalties as provided by the Labor Code and/or other statutes; and

119. Attorneys' fees and costs pursuant to Labor Code §§ 210, 1194, and 2699, and any other applicable statute.

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1 **NINTH CAUSE OF ACTION**

2 **(Violation of California Business & Professions Code §§ 17200, *et seq.*)**

3 **(Against ALL DEFENDANTS BY PLAINTIFF)**

4 **120.** Plaintiff incorporates by reference the allegations contained in paragraphs
5 1 through 119, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

7 **121.** Defendants' conduct, as alleged herein, has been, and continues to be
8 unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and
9 Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the
10 public interest within the meaning of Code of Civil Procedure section 1021.5.

11 **122.** Defendants' activities as alleged herein are violations of California law,
12 and constitute unlawful business acts and practices in violation of California Business &
13 Professions Code section 17200, *et seq.*

14 **123.** A violation of California Business & Professions Code section 17200, *et*
15 *seq.* may be predicated on the violation of any state or federal law. In this instant case,
16 Defendants' pattern and practice of requiring Plaintiff and other class members work overtime
17 hours without paying them proper compensation violate California Labor Code sections 510 and
18 1198. Additionally, Defendants' pattern and practice of requiring Plaintiff and other class
19 members, to work through their meal and rest periods without paying them proper compensation
20 violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' pattern and
21 practice of failing to timely pay wages to Plaintiff and other class members violate California
22 Labor Code sections 201 and 202. Defendants also violated California Labor Code sections
23 226(a), 1194, 1197, 2800 and 2802.

24 **124.** As a result of the herein described violations of California law, Defendants
25 unlawfully gained an unfair advantage over other businesses.

26 **125.** Plaintiff and other class members have been personally injured by
27 Defendants' unlawful business acts and practices as alleged herein, including but not necessarily
28 limited to the loss of money and/or property.

1 **126.** Pursuant to California Business & Professions Code section 17200, *et*
2 *seq.*, Plaintiff and other class members are entitled to restitution of the wages withheld and
3 retained by Defendants during a period that commences four years prior to the filing of this
4 Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section
5 1021.5 and other applicable laws; and an award of costs.

6 **DEMAND FOR JURY TRIAL**

7 Plaintiff, individually, and on behalf of other members of the general public
8 similarly situated, requests a trial by jury.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff, on his own behalf as an individual, on behalf of all other
11 members of the general public similarly situated, and as a representative of other current and
12 former aggrieved employees pursuant to PAGA, prays for judgment against Defendants, jointly
13 and severally, as follows:

14 **Class Certification**

- 15 1. That this action be certified as a class action;
16 2. That Plaintiff be appointed as representative of the class;
17 3. That counsel for Plaintiff be appointed as class counsel; and
18 4. That Defendants provide to Class Counsel immediately the names and most
19 current contact information (address, e-mail, and telephone numbers) of all class members.

20 **As to the First Cause of Action**

- 21 5. For general unpaid wages at overtime wage rates and such general and special
22 damages as may be appropriate;
23 6. For pre-judgment interest on any unpaid overtime compensation commencing
24 from the date such amounts were due;
25 7. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
26 California Labor Code section 1194; and
27 8. For such other and further relief as the court may deem just and proper.

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As to the Second Cause of Action

9. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

10. For all actual, consequential, and incidental losses and damages, according to proof;

11. For premium wages pursuant to California Labor Code section 226.7(b);

12. For pre-judgment interest on any unpaid wages from the date such amounts were due;

13. For reasonable attorneys' fees and costs of suit incurred herein; and

14. For such other and further relief as the court may deem just and proper.

As to the Third Cause of Action

15. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

16. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

17. For all actual, consequential, and incidental losses and damages, according to proof;

18. For premium wages pursuant to California Labor Code section 226.7(b);

19. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

20. For such other and further relief as the court may deem just and proper.

As to the Fourth Cause of Action

21. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

22. For general unpaid wages and such general and special damages as may be appropriate;

23. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

24. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

25. For liquidated damages pursuant to California Labor Code section 1194.2; and

26. For such other and further relief as the court may deem just and proper.

As to the Fifth Cause of Action

27. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of the other class members no longer employed by Defendants;

28. For all actual, consequential, and incidental losses and damages, according to proof;

29. For statutory wage penalties pursuant to California Labor Code section 203 for the other class members who have left Defendants' employ;

30. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

31. For such other and further relief as the court may deem just and proper.

As to the Sixth Cause of Action

32. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and other class members, and willfully failed to provide accurate itemized wage statements thereto;

33. For actual, consequential, and incidental losses and damages, according to proof;

34. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g); and

35. For such other and further relief as the court may deem just and proper.

As to the Seventh Cause of Action

36. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and other class members (but not all) for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

37. For actual, consequential, and incidental losses and damages, according to proof;

38. For the imposition of civil penalties and/or statutory penalties;

39. For punitive damages and/or exemplary damages according to proof at trial;

40. For reasonable attorneys' fees and costs of suit incurred herein; and

41. For such other and further relief as the court may deem just and proper.

As to the Eighth Cause of Action

42. Upon the Eighth Cause of Action, for civil penalties pursuant to statute as set forth in Labor Code § 2698 *et seq.*, for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

43. Upon the Cause of Action, for costs and attorneys' fees pursuant to Labor Code §§ 210, 218.5, 1194, and 2699, and any other applicable statute; and

44. For such other and further relief the court may deem just and proper.

As to the Ninth Cause of Action

45. That the Court declare, adjudge, and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to pay at least minimum wages to Plaintiff and other class members all compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to reimburse Plaintiff and other class members for business expenses, and failing to pay Plaintiff's and other class members' wages timely as required by California Labor Code sections 201 and 202.

46. For restitution of unpaid wages to Plaintiff and other class members and all pre-judgment interest from the day such amounts were due and payable;

1 47. For the appointment of a receiver to receive, manage and distribute any and all
2 funds disgorged from Defendants and determined to have been wrongfully acquired by
3 Defendants as a result of violation of California Business and Professions Code sections 17200,
4 *et seq.*;

5 48. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
6 California Code of Civil Procedure section 1021.5;

7 49. For injunctive relief to ensure compliance with this section, pursuant to California
8 Business and Professions Code sections 17200, *et seq.*; and

9 50. For such other and further relief as the court may deem just and proper.

10
11 Dated: November 22, 2021

JUSTICE LAW CORPORATION

12
13
14 By: _____


Douglas Han
Shunt Tatavos-Gharajeh
Chancellor Nobles
Attorneys for Plaintiff

EXHIBIT 1

September 24, 2020

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

Re: MCCORMACK BARON MANAGEMENT, INC.

Dear Representative:

We have been retained to represent Steven Jefferson against McCormack Baron Management, Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "MBM").

Mr. Jefferson is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative MBM. Therefore, Mr. Jefferson may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

McCormack Baron Management, Inc. is a Missouri corporation located at 720 Olive Street, Suite 2500, Saint Louis, Missouri 63101.

MBM employed Mr. Jefferson as an hourly-paid non-exempt Maintenance Supervisor within one year of the date of this letter (until in or about April of 2020²) in the State of California. MBM directly controlled the wages, hours and working conditions of Mr. Jefferson's employment.

¹ Mr. Jefferson does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Jefferson will amend this notice when the true names and capacities are known. Mr. Jefferson is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Jefferson and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

² Per Emergency Rule 9 (Tolling statute of limitations for civil causes of action) of the Judicial Council's Emergency Rules Related to COVID-19, all statute of limitations for civil causes of action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020. Therefore, the one (1) year statute of limitations for Mr. Jefferson's PAGA cause of action is tolled.

The “aggrieved employees” that Mr. Jefferson may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through staffing agencies) of MBM within the State of California.

MBM failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Jefferson has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at MBM, regardless of their classification, job title, locations, or whether they were hired directly or through a staffing agency.

MBM has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Jefferson and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. MBM failed to compensate Mr. Jefferson and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, responding to emergency calls, while on-call and during meal breaks. MBM also failed to include non-discretionary bonuses and incentives in Mr. Jefferson and other aggrieved employees’ regular rate of pay for purposes of overtime compensation. Moreover, MBM automatically deducted meal breaks from Mr. Jefferson and other aggrieved employees’ time regardless whether they were provided the breaks. Therefore, Mr. Jefferson and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, MBM routinely required Mr. Jefferson and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with MBM policies and expectations. MBM also failed to provide Mr. Jefferson and other aggrieved employees meal and rest breaks while they were on-call. Moreover, MBM failed to authorize and permit Mr. Jefferson and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, MBM failed to compensate Mr. Jefferson and other aggrieved employees all the premium wages they were owed.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, MBM failed to pay Mr. Jefferson and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 203, including for all hours worked, uncompensated off-the-clock work, uncompensated overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, and therefore is liable under California Labor Code section 203.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, MBM failed to pay Mr. Jefferson and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including for

all hours worked, uncompensated off-the-clock work, uncompensated overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, MBM did not provide Mr. Jefferson and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from MBM were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Jefferson and other aggrieved employees, (2) total hours worked by Mr. Jefferson and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Jefferson and other aggrieved employees (4) all deductions for Mr. Jefferson and other aggrieved employees, (5) net wages earned by Mr. Jefferson and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Jefferson and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Jefferson and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Jefferson and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, MBM failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Jefferson and other aggrieved employees.

LWDA

September 24, 2020

Page 5 of 6

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, MBM did not provide Mr. Jefferson and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of failing to pay them for all hours worked and off-the-clock work, including pre- and post-shift, responding to emergency calls, while on-call and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, Mr. Jefferson and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by MBM, including for purchasing materials and tools they needed to perform their job duties, using their personal cellular phones to communicate with management, and using their personal vehicles to travel to different properties.

We believe that Mr. Jefferson and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Jefferson will seek these penalties and wages on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of MBM within one year of the date of this letter, as allowed by law.

LWDA

September 24, 2020

Page 6 of 6

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a long horizontal flourish extending to the right.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

C T Corporation System

c/o McCormack Baron Management, Inc.

818 West Seventh Street, Suite 930

Los Angeles, California 90017

Agent for Service of Process for McCormack Baron Management, Inc.

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I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is aokada@justicelawcorp.com

On December 1, 2021, I served the foregoing document described as

for the following case: **Jefferson v. McCormack Baron Management, Inc.**
 LWDA/Court Case No.: **LWDA Case No.: CM- 807646-20**
Court Case No.: CGC-20-588162
San Francisco County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on December 1, 2021, at Pasadena, California.

An Am

Anna Okada