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SUPERIOR COURT OF THE STATE OF CALIFORNIA

Judge Kim G. Dunning

COUNTY OF ORANGE

Case No.: 30-2016-00894581-CU-OE-CXC

SEAN MICHAEL SHEEHAN, an individual,
on behalf of all current and former similarly
situated and other aggrieved employees of
DEFENDANTS in the State of California,

Case No.: CX-104
*Unlimited Civil-
Amount Demanded Exceeds \$25,000.00*

Plaintiff,

**INDIVIDUAL, CLASS ACTION [Cal. Code
Civ. Proc. § 382] AND REPRESENTATIVE
ACTION [Labor Code § 2698 et seq.]
COMPLAINT**

v.

APPLIED MEDICAL RESOURCES
CORPORATION; and DOES 1 THROUGH 50,
inclusive,

1. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512, 1198 and IWC Wage Order 7 § 11);
2. Failure to Provide Rest Periods (Lab. Code §§ 226.7, 1198 and IWC Wage Order 7 § 12);
3. Failure to Pay Minimum and Regular Wages (Lab. Code §§ 1197, 1194, 1198 and IWC Wage Order 7 § 4);
4. Failure to Pay All Overtime Wages (Lab. Code §§ 510, 1194, 1198 and IWC Wage Order 7 § 3);
5. Failure to Maintain Accurate Records (Lab. Code § 1174);
6. Failure to Provide Accurate Itemized Wage Statements (Lab. Code §§ 226);
7. Failure to Timely Pay Wages Due During Employment (Lab. Code §§ 204(a), 1198 and IWC Wage Order 7 § 4);
8. Failure to Timely Pay Wages Due Upon Separation of Employment (Lab. Code §§ 201, 202, 203); and
9. Violation of Business & Professions Code §§ 17200, et seq.;
10. PAGA Claim for Civil Penalties (Lab. Code §§ 2698 et seq.).

Defendants.

JURY TRIAL DEMANDED

Plaintiff Sean Michael Sheehan (“Plaintiff”) individually and on behalf of all other similarly situated employees and other aggrieved employees of Defendants Applied Medical Resources Corporation and DOES 1 THROUGH 50, inclusive, alleges as follows:

I.

INTRODUCTION

1. Plaintiff brings this individual and putative class action against Defendant Applied Medical Resources Corporation and DOES 1 THROUGH 50 (collectively “Defendants”), for engaging in a pattern of wage and hour violations under the California Labor Code and the Industrial Welfare Commission (“IWC”) Wage Orders. Plaintiff also brings this action as a Representative Action pursuant to the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.* (PAGA) on behalf of other current and former aggrieved employees of Defendants. Plaintiff brings this action for: compensation for meal and rest period violations, unpaid compensation for all hours worked, payment of minimum and overtime wages, payment of wages due during and upon termination of employment, and statutory and civil penalties, interest and attorney’s fees and costs, under California Labor Code §§ 201, 202, 203, 204(a), 210, 218.5, 218.6, 226(a), 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, and specific enforcement of penalties and restitution of all benefits Defendants enjoyed from their failure to provide meal and rest periods, failure to pay minimum and overtime wages, and failure to pay for all hours worked in a timely manner. Plaintiff also brings this action for unfair competition under Business and Professions Code §§ 17200 *et seq.* based on the labor code violations set forth above.

2. Applied Medical Resources Corporation was Plaintiff’s employer or persons acting on behalf of Plaintiff’s employer, within the meaning of California Labor Code § 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set forth in Labor Code § 558.

3. Applied Medical Resources Corporation was Plaintiff’s employer or other person acting either individually or as an officer, agent, or employee of another person, within the meaning of Labor Code § 1197.1, who paid or caused to be paid to any employee a wage less than the minimum fixed by

1 an order of the commission and, as such, are subject to penalties for each underpaid employee as set
2 forth in Labor Code § 1197.1, as well as restitution of wages, liquidated damages payable to the
3 employee, and any applicable penalties and liquidated damages imposed pursuant to Labor Code §§ 203
4 and 1194.2.

5 4. Applied Medical Resources Corporation has engaged in a systematic pattern of wage and
6 hour abuse towards Plaintiff and other current and former employees by denying them specific rights
7 afforded to them under California law, including the California Labor Code and rules promulgated by
8 the Industrial Welfare Commission (IWC) Wage Orders. Plaintiff is informed and believes, and thereon
9 alleges, that Applied Medical Resources Corporation decreased its employment-related costs at its
10 facilities in order to increase their level of productivity and profits by systematically violating both state
11 wage and hour laws and IWC Wage Orders including, but not limited to:

- 12 a. Failure to provide 30-minute off-duty meal periods;
- 13 b. Failure to provide off-duty and paid rest periods;
- 14 c. Failure to pay meal and rest premium wages to their non-exempt employees for each
15 day a meal or rest period was not authorized or permitted;
- 16 d. Failure to pay all minimum and regular wages for all hours worked;
- 17 e. Failure to pay all overtime wages;
- 18 f. Failure to maintain accurate records;
- 19 g. Failure to provide accurate itemized wage statements; and
- 20 h. Failure to timely pay all wages due during employment; and
- 21 i. Failure to timely pay all wages due upon termination of employment.

22 5. Plaintiff brings this lawsuit seeking restitution, injunctive and monetary relief against
23 Defendants, on behalf of himself and all other similarly-situated employees and other aggrieved
24 employees in California, to recover, among other things, unpaid wages, benefits, expenses, interest,
25 attorney's fees, damages, liquidated damages, penalties, and costs pursuant to Labor Code §§ 201, 202,
26 203, 204, 210, 218.5, 218.6, 226(a), 226(e), 226(h), 226.3, 226.7, 248.5(e), 510, 512, 558, 1174, 1174.5,
27 1194, 1194.2, 1197, 1197.1 and 1198; the Business and Professions Code §§17200, *et seq.*, and the
28 provisions of the applicable IWC Wage Order.

6. Plaintiff reserves the right to name additional class representatives throughout the State of California.

II.

PARTIES, JURISDICTION AND VENUE

7. Plaintiff is, and at all relevant times was, a resident of the County of Orange, State of California. Plaintiff a former non-exempt employee of Defendants. Defendants employed Plaintiff as a full-time non-exempt employee in the State of California, in the County of Orange, and subjected Plaintiff to the employment policies, procedures, and practices implemented by Defendants.

8. Defendants' conduct, as herein alleged, occurred in the County of Orange and in various counties throughout the State of California. Plaintiff is informed and believes and thereon alleges that Defendants are, and at all relevant times, were authorized to do business and doing business in the State of California.

9. The true names and capacities of the Defendants named as DOES 1 through 50, inclusive, are presently unknown to Plaintiff. Plaintiff will amend this Complaint, setting forth the true names and capacities of these fictitiously named Defendants when they are ascertained. Plaintiff is informed and believes and on that basis alleges that each of the fictitiously named Defendants has participated in the acts alleged in this Complaint.

10. Applied Medical Resources Corporation is a California Corporation that is a provider of medical technologies for a wide range of surgical specialties. Applied Medical Resources Corporation also provides clinical trainings and educational programs on advancements in minimally invasive techniques that incorporate the medical technologies and equipment that the company sells. Applied Medical Resources Corporation is the employer of Plaintiff, as well as current and former similarly situated employees and other aggrieved employees, with its Corporate Headquarters in Rancho Santa Margarita, California.

11. Plaintiff and other current and former non-exempt employees of Defendants were subject to the same various employment policies, procedures and practices implemented by Defendants, and thus similarly situated in this regard.

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12. Plaintiff is an “aggrieved employee” within the meaning of Labor Code section 2699(c) because he was employed by Defendants and suffered one or more of the alleged violations committed by Defendants.

13. Plaintiff and all other current and former similarly situated employees and other aggrieved employees are and were employees of Defendants within the meanings set forth in the Labor Code and IWC Wage Order at all times during the applicable statutory period and thus subject to the regulations contained in the Labor Code and IWC Wage Order.

14. Defendants named DOES 1 THROUGH 50 were Plaintiff’s employer as defined in and subject to the California Labor Code and the applicable IWC Wage Order.

15. Plaintiff is further informed and believes that at all relevant times Defendants, whether named or fictitious, were the agent, employee or other person acting on behalf of every other Defendant, and, in participating in the acts alleged in this Complaint, acted within the scope of such agency, or employment or ratified the acts of the other.

16. Each Defendant, whether named or fictitious, exercised control over Plaintiff’s and other similarly situated employees’ and aggrieved employees’ wages, hours and/or working conditions.

17. Each Defendant acted and/or ratified, in all respects pertinent to this action, as the agent of the other Defendants, 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 Defendants.

18. Each Defendant, whether named or fictitious, was the alter ego of each of the other Defendants at all relevant times herein.

19. On information and belief, a unity of interest and ownership between each Defendant exists such that all Defendants acted as a single employer.

20. Venue is proper in Orange County pursuant to Code of Civil Procedure §§ 395(a) and 395.5 in that liability arose in Orange County because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or Defendants maintain offices, transact business, and/or have an agent in Orange County.

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III.

GENERAL ALLEGATIONS

21. California's Labor Code and Industrial Welfare Commission Wage Order 7-2001 require employers, among other things, to provide compliant meal and rest periods, to pay each employee wages for all hours worked within the time prescribed by law, to pay minimum, regular, and overtime wages due and owing for all hours worked, to maintain accurate records, and to furnish each employee with accurate itemized wage statements.

22. Defendants did not provide Plaintiff and, on information and belief, other similarly situated employees and other aggrieved employees of Defendants working in the State of California, all the required benefits and protections of California wage and hour laws during the applicable statutory period.

23. Plaintiff worked as a non-exempt employee for Defendants from approximately November 26, 2012 until May 16, 2016 in the position of Maintenance Technician. Plaintiff typically worked Monday through Friday from approximately 7am to 3:30 pm, and typically worked at least, if not over, eight hours per day.

24. Plaintiff's job duties as a Maintenance Technician included, but were not limited to, performing plumbing, electrical, roof, door, lock, and cubicle repairs, among others. Claimant also assisted with all aspects of building maintenance, from replacing light bulbs, switches, and appliances, to assisting with special event setup. Claimant and other Maintenance Technicians were responsible for maintaining the operations for all eighteen Applied Medical buildings, and also escorted persons from building to building for security reasons.

25. Defendants have not provided meal periods, compliant under California law, to Plaintiff and other similarly situated employees and other aggrieved non-exempt employees in violation of Labor Code §§ 226.7, 512, 1198, and IWC Wage Order 7-2001. For example, Defendants requires their non-exempt employees employed as Maintenance Technicians to work through their meal breaks in order to comply with Defendants' job requirements, including but not limited to, escorting vendors between buildings, as well as finishing all other job duties in a timely manner. In order to complete their job duties within Defendants' time parameters, Plaintiff and other Maintenance Technicians had to continue

1 working after clocking out for a meal break. If Plaintiff or other non-exempt employees were working
2 with a vendor, Defendants required that they clock out for a meal break even if they spent their meal
3 break attending to vendors or transporting vendors to from one building site to another site.
4 Furthermore, Defendants required that Plaintiff and other non-exempt employees be available at all
5 times in the event a vendor needed access to a building because the buildings require an individual with
6 security clearance, such as Plaintiff and other Maintenance Technicians, to allow vendors to enter the
7 buildings.

8 26. At all relevant times, Defendants required Plaintiff and other similarly situated employees
9 and other aggrieved non-exempt employees to clock out for a meal period before the end of the fifth
10 hour, despite the knowledge that Plaintiff and other employees were not provided with the opportunity
11 to take timely meal periods, or meal periods that were at least 30-minutes, off-duty and uninterrupted.

12 27. Defendants maintained an illegal policy, pattern and practice of not paying Plaintiff and
13 other similarly situated employees and other aggrieved non-exempt employees for an hour extra for each
14 day Defendants did not provide them a compliant 30-minute, off-duty meal break before the
15 commencement of their sixth hour of work all in violation of California law.

16 28. The nature of the job duties of a Maintenance Technician does not prevent non-exempt
17 employees employed as a Maintenance Technician, such as Plaintiff, from being relieved of all job
18 duties for a 30-minute, off-duty meal period before the commencement of the sixth hour of work.

19 29. Plaintiff did not sign an on-duty meal period agreement during his employment with
20 Defendants. Upon information and belief, other similarly situated employees and other aggrieved non-
21 exempt employees employed as Maintenance Technicians did not sign on-duty meal period agreements
22 during their employment with Defendants.

23 30. Defendants failed to authorize and permit rest periods to Plaintiff and other similarly
24 situated employees and other aggrieved non-exempt employees employed as Maintenance Technicians
25 in violation of Labor Code §§ 226.7 and 1198 and IWC Wage Order 7-2001. Defendants failed to
26 authorize and permit rest periods to Plaintiff and, on information and belief, to other non-exempt
27 employees employed as Maintenance Technicians who worked more than 3.5 hours in a workday. In
28 order to complete their job duties within Defendants' time parameters, Plaintiff and other Maintenance

1 Technicians were unable to take compliant rest periods. If Plaintiff or other non-exempt employees were
2 working with a vendor, Defendants required that they spend the entire time attending to vendors or
3 transporting vendors to from one building site to another site. Furthermore, Defendants required that
4 Plaintiff and other non-exempt employees be available at all times in the event a vendor needed access
5 to a building because the buildings require an individual with security clearance, such as Plaintiff and
6 other Maintenance Technicians, to allow vendors to enter the buildings.

7 31. Defendants did not pay Plaintiff and other similarly situated employees and other
8 aggrieved non-exempt employees employed as Maintenance Technicians for an hour extra for each day
9 Defendants did not provide them a compliant rest break when they worked a total of four hours, or
10 major fraction thereof, in a workday, all in violation of California law.

11 32. To date, Defendants have not paid Plaintiff and on information and belief, other non-
12 exempt employees employed as Maintenance Technicians any meal or rest break premium wages
13 pursuant to California Labor Code § 226.7 for their failure to provide Plaintiff and other non-exempt
14 employees employed as Maintenance Technicians compliant meal and rest breaks.

15 33. Defendants failed to pay Plaintiff and other similarly situated employees and other
16 aggrieved employees regular, minimum, and overtime wages for all hours worked, in violation of Labor
17 Code §§ 510, 1194, 1197, 1198, and IWC Wage Order 7-2001. For example, Plaintiff and other non-
18 exempt employees employed as Maintenance Technicians were not paid all minimum, regular and
19 overtime wages for all hours worked because Defendants required them to clock out for 30 minutes each
20 shift for a meal period regardless of whether or not Plaintiff or other non-exempt employees employed
21 as Maintenance Technicians were able to take a compliant off-duty meal period. Thus, Plaintiff, and
22 other employees of Defendants in California did not receive at least minimum, regular, and overtime
23 wages for all hours worked for work performed during meal periods because of Defendants' practice
24 and policy of requiring Plaintiff and other employees to clock out for 30 minutes when they worked over
25 5 hours, regardless of whether or not Plaintiff and other employees were required to work through their
26 meal periods.

27 34. Furthermore, Defendants did not incorporate Plaintiff's, and on information and belief
28 other similarly situated employees and other aggrieved non-exempt employees' non-discretionary bonus

1 wages in the regular rate of pay for purposes of calculating the correct overtime rate. The non-
2 discretionary bonuses that Defendants paid to Plaintiff and other non-exempt employees employed as
3 Maintenance Technicians were referred to as either a “bonus” or a “catch-up” check although the same
4 criteria was used for both. The only pre-requisite to receiving the catch-up bonus was to sign a waiver of
5 claims every quarter against the company. Defendants thus systemically underpaid Plaintiff and other
6 non-exempt employees all overtime premium wages by not incorporating the non-discretionary bonuses
7 when calculating the regular rate of pay for purposes of calculating overtime premium wages.

8 35. Defendants did not have a recordkeeping system in place in compliance with the
9 California Labor Code § 1174 and IWC Wage Order 7-2001. For example, Defendants did not record
10 accurate meal period times for Plaintiff and other similarly situated employees and other aggrieved non-
11 exempt employees employed as Maintenance Technicians. As a result, Defendants failed to maintain
12 accurate time records showing when Plaintiff and other similarly situated non-exempt employees began
13 and ended each work period, each meal period, and total daily hours worked.

14 36. Defendants failed to provide Plaintiff and other similarly situated employees and other
15 aggrieved non-exempt employees with accurate wage statements pursuant to California Labor Code §
16 226(a). For example, Defendants failed to provide wage statements accurately itemizing all the hours
17 Plaintiff and other similarly situated non-exempt employees worked during the pay period, all applicable
18 rates for the hours worked, and all net and gross wages earned during the pay period, among others.

19 37. Defendants failed to pay Plaintiff and other similarly situated employees and other
20 aggrieved non-exempt employees for all wages due and owing and by the times required by law in the
21 time periods set forth by Labor Code § 204 and Section 4 of the applicable IWC Wage Order in that
22 Defendants failed to compensate said employees for all hours worked and for meal and rest break
23 premium wages.

24 38. Defendants willfully failed to pay Plaintiff and other similarly situated employees and
25 other aggrieved non-exempt employees all wages due and owing at the time of termination of
26 employment as required by Labor Code §§ 201(a) and 202(a), as applicable, because Plaintiff and other
27 non-exempt employees employed as Maintenance Technicians were not properly compensated for all
28 hours worked and under the control of the employer, and were not paid meal and rest break premium

1 wages, in accordance to California law.

2 39. To this date, Defendants have not paid Plaintiff all wages owed, including all minimum,
3 regular and overtime wages, and meal and rest break premium wages.

4 40. On information and belief, Defendants committed the wage and hour violations alleged in
5 this Complaint against other non-exempt employees of Defendants in California.

6 41. Defendants have engaged in unfair business practices in California and willingly and
7 knowingly have practiced, employed, and utilized the employment patterns and practices alleged in this
8 complaint in violation of Business & Professions Code §§ 17200 *et seq.*

9 **IV.**

10 **CLASS ACTION DESIGNATION**

11 42. Plaintiff incorporates by reference paragraphs 1 through 41, inclusive, as though fully set
12 forth herein.

13 43. Plaintiff brings Causes of Action One through Nine as a class action pursuant to
14 California Code of Civil Procedure § 382 on behalf of all persons affected by Defendants' Labor Code,
15 Business and Professions Code § 17200, *et seq.*, and IWC Wage Order violations, as alleged herein.

16 The putative Class Plaintiff seeks to represent are defined as follows:

17 The Maintenance Technician Class:

18 "All current and former non-exempt California employees of
19 Defendants who worked as a Maintenance Technician at any time
since the four years preceding the filing of this Complaint."

20 Further, Plaintiff seeks to represent the following Subclass, which is defined as follows:

21 The Waiting Time Penalty Subclass:

22 "All members of the Maintenance Technician Class whose
23 employment with Defendants ended at any time during the three years
preceding the filing of this Complaint."

24 44. Reservation of Rights: Pursuant to California Rule of Court 3.765(b), Plaintiff reserves
25 the right to amend or modify the Class and Subclass definitions with greater specificity, by further
26 division into subclasses, and/or limitation to particular issues.

27 45. As to Causes of Action One through Nine, Plaintiff seeks to recover on behalf of the
28 Classes all remedies available to the extent permitted by law including, but not limited to, wages,

1 damages, penalties, liquidated damages, interest, attorney's fees, costs, other monies due and owing and
2 injunctive relief.

3 46. Causes of Action One through Nine are appropriately suited for a class action pursuant to
4 section 382 of the California Code of Civil Procedure because the following requirements are met:

5 i) Numerosity. The potential Class and Subclass as defined are significant in size because
6 Plaintiff is informed and believes and thereon alleges that at all relevant times Defendants
7 employed numerous similarly situated current and former employees as Maintenance
8 Technicians, who were subject to Defendants' uniform and common wage and hour practices
9 and unlawful employment practices alleged herein. Based on the size of the potential Class
10 and Subclass, joinder of all employees individually would be impractical.

11 ii) Commonality. This action involves questions of law and fact common to the potential Class
12 and Subclass because the action involves Defendants' systematic course of illegal conduct
13 with respect to violating the California Labor Code and IWC Wage Order 7-2001 and
14 implementing company-wide policies that uniformly applied to all members within each of
15 the Class and Subclass as defined above. These questions include, but are not limited to:

16 (a) Whether Defendants failed to provide class members with uninterrupted, off-duty
17 meal periods of at least 30 minutes for shifts over five consecutive hours;

18 (b) Whether Defendants failed to provide class members uninterrupted, duty-free and
19 paid rest periods of at least ten minutes for every four hours worked or major fraction
20 thereof.

21 (c) Whether Defendants failed to pay premium wages to class members when they were
22 not provided with required meal and/or rest periods;

23 (d) Whether Defendants failed to pay class members all regular and minimum wages
24 owed for all hours or fractions of an hour worked and under the control of
25 Defendants;

26 (e) Whether Defendants failed to pay class members all overtime wages owed for all
27 hours or fractions of an hour worked and under the control of Defendants over eight
28 hours in one day or forty hours in one week;

(f) Whether Defendants failed to incorporate non-discretionary bonuses into class members' regular rate of pay for purposes of calculating the correct overtime rate of pay;

(g) Whether Defendants failed to maintain accurate records of all hours worked and wages earned by class members;

(h) Whether Defendants failed to provide class members with accurate itemized wage statements showing, among others, the correct number of hours worked;

(i) Whether Defendants failed to timely pay class members wages earned and owed during their employment; and

(j) Whether Defendants failed to timely pay class members for all final wages owed and earned upon separation of employment.

iii) Typicality. Plaintiff's claims are typical of the claims of the members of the Class and Subclass because Plaintiff was subjected to the same violations of his rights under California law and seeks the same type of damages, restitution, and other relief on the same theories and legal grounds as those of the members of the Class and Subclass he seeks to represent. Plaintiff is a member of the Class and Subclass he seeks to represent.

iv) Adequacy of Representation. Plaintiff is able to fairly and adequately represent the interests of all members of the potential Class and Subclass because it is in his best interest to prosecute the claims alleged herein to obtain full compensation due to them for all back pay, benefits and other relief afforded under the Labor Code and IWC Wage Orders. Plaintiff's interests are not in conflict with those of the putative class members. Plaintiff's counsel are competent and experienced in litigating employment law class actions and other complex litigation matters, including wage and hour cases such as this case.

v) Superiority of Class Action. Class treatment is appropriate because a class action is superior to other available means for the fair and efficient adjudication of these claims. Each putative class member has been damaged and is entitled to recover by reason of Defendants' illegal policies and practices as alleged herein. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical

for the parties and the judicial system. Plaintiff knows of no difficulty that might be encountered in the management of this suit that would preclude maintenance as a class action.

V.

PRIVATE ATTORNEYS GENERAL ACT OF 2004 DESIGNATION

47. Plaintiff incorporates by reference paragraphs 1 through 46, inclusive, as though fully set forth herein.

48. The Causes of Action alleged herein are appropriately suited for a Labor Code Private Attorneys General Act of 2004 (“PAGA”) action because:

49. Pursuant to California Labor Code § 2699(a), any provision of the Labor Code “that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in section 2699.3.”

50. This action involves allegations of violations of provisions of the California Labor Code that provide or do not provide for a civil penalty to be assessed and collected by the LWDA or any departments, divisions, commissions, boards, agencies or employees;

51. Plaintiff is an “aggrieved employee” because he was employed by the alleged violators and had one or more of the alleged violations committed against him;

52. Plaintiff intends to seek PAGA penalties in a representative capacity and on behalf of the State of California and on behalf of all aggrieved employees of Defendants against whom one or more of the alleged violations was committed.

53. On September 1, 2016, Plaintiff satisfied the procedural requirements of § 2699.3 by serving, via Certified Mail, the LWDA and his former employer Applied Medical Resources Corporation with his notice for wage and hour violations and penalties, including the facts and theories to support each violation. More than 60 days have passed since Plaintiff served notice via Certified Mail to the LWDA and his former employers. Therefore, Plaintiff satisfied all the administrative requirements

1 to pursue civil penalties against Defendants pursuant to Labor Code § 2698, *et seq.*

2 54. Plaintiff seeks to recover all applicable civil penalties under PAGA on behalf of himself
3 and all other aggrieved employees including, but not limited to, all unpaid and/or underpaid wages
4 pursuant to Labor Code §§ 558, 1197.1, *Reynolds v. Bement*, 36 Cal.4th 1075, 1089 (2005), and
5 *Thurman v. Bayshore Transit Management, Inc.*, 203 Cal. App. 4th 1112 (2012).

6 **VI.**

7 **CAUSES OF ACTION**

8 **FIRST CAUSE OF ACTION**

9 **FAILURE TO PROVIDE MEAL PERIODS**

10 (Violation of Labor Code §§ 226.7, 512, and 1198 and the “Meal Periods” Section of the
Applicable IWC Wage Order)

11 (Alleged By Plaintiff Individually and On Behalf of the Maintenance Technician Class
12 Against Defendants)

13 55. Plaintiff incorporates by reference paragraphs 1 through 54, inclusive, and makes them
14 part of this First Cause of Action as though fully set forth herein.

15 56. Plaintiff and members of the Maintenance Technician Class were non-exempt employees
16 of Defendants in California within the meaning of the Labor Code and the applicable IWC Wage Order.

17 57. Labor Code § 226.7 requires employers, including Defendants, to provide to their non-
18 exempt employees meal periods as mandated by the applicable Wage Order of the Industrial Welfare
19 Commission, and prohibits employers from requiring any employee “to work during any meal or rest
20 period mandated by an applicable order of the Industrial Welfare Commission.”

21 58. Labor Code § 512(a), in part, provides that employers, including Defendants, “may not
22 employ an employee for a work period off more than five hours per day without providing an employee
23 with a meal period of not less than 30 minutes.”

24 59. Labor Code § 1198 states that the maximum hours of work and standard conditions of
25 labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor
26 for employees. The employment of any employee for longer hours than those fixed by the order or under
27 conditions of labor prohibited by the order is unlawful.

28 60. The “Meal Period” section of IWC Wage Order 7-2001 states, “If an employer fails to

1 provide an employee a meal period in accordance with the applicable provision of this order, the
2 employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for
3 each workday that the meal period is not provided."

4 61. Plaintiff and, upon information and belief, members of the Maintenance Technician
5 Class, typically worked more than five hours a day during each work shift. On information and belief,
6 Plaintiff and members of the Maintenance Technician Class did not waive any of their meal periods
7 during their employment with Defendants.

8 62. Plaintiff did not sign an on-duty meal period agreement during his employment with
9 Defendants. Upon information and belief, the members of the Maintenance Technician Class did not
10 sign on-duty meal period agreements during their employment with Defendants.

11 63. Defendants did not provide Plaintiff and, upon information and belief, members of the
12 Maintenance Technician Class, with a 30-minute duty-free and uninterrupted meal period before the
13 commencement of the sixth hour of work.

14 64. Defendants consistently denied Plaintiff and members of the Maintenance Technician
15 Class uninterrupted 30-minute long off-duty meal periods. For example, Defendants require their
16 Maintenance Technician employees to work through their meal breaks in order to comply with
17 Defendants' job requirements, including but not limited to, escorting vendors between buildings because
18 Maintenance Technicians' have security clearance, which is required to enter each building, as well as
19 finishing all other job duties in a timely manner. In order to complete their job duties within Defendants'
20 time parameters, Plaintiff and other Maintenance Technicians had to continue working after clocking out
21 for a meal break. If Plaintiff or other non-exempt employees working with a vendor, Defendants
22 required that they clock out for a lunch break even if they spent their lunch break attending to vendors or
23 transporting vendors to from one building site to another site. Furthermore, Defendants required that
24 Plaintiff and other non-exempt employees be available at all times in the event a vendor needed access
25 to a building because the buildings require an individual with security clearance, such as Plaintiff and
26 other Maintenance Technicians, to allow vendors to enter the buildings.

27 65. Defendants violated Labor Code §§ 226.7, 512 and 1198 and the applicable IWC Wage
28 Order when they failed to provide Plaintiff and the members of the Maintenance Technician meal

1 periods.

2 66. Consequently, pursuant to Labor Code § 226.7(b) and the “Meal Periods” section of the
3 applicable IWC Wage Order, Defendants are required to pay Plaintiff and Maintenance Technician
4 Class members a premium wage equivalent to one additional hour of pay at their regular rate of
5 compensation for each day Defendants did not provide Plaintiff and Maintenance Technician Class
6 members with a compliant meal period.

7 67. Plaintiff and, upon information and belief, members of the Maintenance Technician
8 Class, were not compensated an additional hour of pay for each work period when they were not
9 provided with a compliant meal break, as required by Labor Code § 226.7(b) and the applicable IWC
10 Wage Order. Defendants maintained an illegal policy, pattern and practice of failing to pay Plaintiff and
11 the members of the Maintenance Technician Class for an hour extra for each day Defendants did not
12 provide them a compliant 30-minute meal break before the commencement of their sixth hour of work in
13 violation of California law.

14 68. Defendants intentionally refused to perform their obligations to provide meal periods and
15 further failed to compensate Plaintiff and, upon information and belief, Maintenance Technician Class
16 members, for all meal premium wages as set forth by Labor Code § 226.7(b) and by Order of the
17 applicable IWC Wage Order.

18 69. Plaintiff and Maintenance Technician Class members suffered and continue to suffer
19 losses related to the use and enjoyment of compensation due and owing to them as a direct result of
20 Defendants’ Labor Code and IWC Wage Order violations, including the failure to pay an additional hour
21 of pay for each day a meal period was not provided, in an amount to be shown according to proof at trial
22 and within the jurisdictional limitations of this Court.

23 70. Plaintiff seeks all available remedies for Defendants’ violations including, but not limited
24 to, all wages due, penalties, monies, interest, attorney’s fees, and costs to the extent permitted by law.

25 WHEREFORE, Plaintiff prays for relief as hereinafter requested.

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SECOND CAUSE OF ACTION
FAILURE TO PROVIDE PAID REST PERIODS

(Violation of Labor Code §§ 226.7, 1198 and the “Rest Periods” Section of the
Applicable IWC Wage Order)

(Alleged By Plaintiff Individually and On Behalf of the Maintenance Technician Class
Against Defendants)

71. Plaintiff incorporate by reference paragraphs 1 through 70, inclusive, and makes them part of this Second Cause of Action as though fully set forth herein.

72. Plaintiff and Maintenance Technician Class members were non-exempt employees of Defendants in California within the meaning of the Labor Code and the applicable IWC Wage Order.

73. Labor Code § 226.7 requires employers, including Defendants, to provide to their non-exempt employees, including Plaintiff and Maintenance Technician Class members, paid, duty-free rest periods as mandated by the IWC Wage Orders.

74. Labor Code § 1198 states that the maximum hours of work and standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

75. By Order of the Industrial Welfare Commission, every employer shall authorize and permit all employees to take paid rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period shall be based on the total hours worked daily at the rate of ten (10) minutes rest time per four (4) hours, or major fraction thereof. Authorized rest period time shall be counted as hours worked, for which there shall be no deduction from wages as provided in IWC Wage Orders.

76. Defendants failed to properly authorize and permit rest periods to Plaintiff and members of the Maintenance Technician Class who worked more than 3.5 hours in a workday, because of their job requirements, including but not limited to, escorting vendors between buildings with Maintenance Technicians’ security clearance, as well as finishing all other job duties before being allowed to take a rest break. Often, Plaintiff did not have enough time to finish his job duties based on the time parameters provided by Defendant and had to forego a rest break in order to finish everything on time. Further,

1 Defendants required that Plaintiff and other non-exempt employees be available at all times in the event
2 a vendor needed access to a building, all of which required security clearance to enter.

3 77. Defendants did not allow Plaintiff and the members of the Maintenance Technician Class
4 to take rest periods of ten (10) consecutive minutes rest time per four (4) hours, or major fraction
5 thereof, as required under California law.

6 78. Defendants violated Labor Code § 226.7 and Section 12 of the applicable IWC Wage
7 Order when they failed to provide Plaintiff and Maintenance Technician Class members with a ten
8 minute rest period for every four hours worked, or major fraction thereof.

9 79. Pursuant to Labor Code § 226.7(b) and § 12(B) of the applicable IWC Wage Order,
10 Defendants shall pay employees one additional hour of pay at the employee's regular rate of
11 compensation for each day that Defendants did not provide a paid rest period at the rate of ten (10)
12 minutes rest time per four (4) hours or major fraction thereof.

13 80. Plaintiff and members of the Maintenance Technician Class were not compensated an
14 additional hour of pay for the times they were not provided with compliant rest periods, as required by
15 Labor Code § 226.7(b) and the applicable IWC Wage Order. Defendants maintain an illegal policy,
16 pattern and practice of failing to pay Plaintiff and members of the Maintenance Technician Class an
17 hour extra of pay for each day that Defendants did not provide them a compliant rest break when they
18 worked a total of four hours, or major fraction thereof, in a workday, all in violation of California law.

19 81. Accordingly, Plaintiff and the members of the Maintenance Technician Class have
20 suffered and continue to suffer losses related to the use and enjoyment of compensation due and owing
21 to them as a direct result of Defendants' Labor Code violations, including the failure to pay an additional
22 hour of pay for each day compliant rest periods were not provided.

23 82. Plaintiff seeks all available remedies for Defendants' violations including, but not limited
24 to any and all wages due, penalties, monies, interest, attorney's fees, and costs to the extent permitted by
25 law.

26 WHEREFORE, Plaintiff prays for relief as hereinafter requested.

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THIRD CAUSE OF ACTION
FAILURE TO PAY MINIMUM AND REGULAR WAGES

(Violation of Labor Code §§1194, 1197, 1198 and the “Minimum Wages” Section of the
Applicable IWC Wage Order)

(Alleged By Plaintiff Individually and On Behalf of the Maintenance Technician Class
Against Defendants)

83. Plaintiff incorporates by reference paragraphs 1 through 82, inclusive, and makes them part of this Third Cause of Action as though fully set forth herein.

84. Plaintiff and Maintenance Technician Class members were non-exempt employees of Defendants in California within the meaning of the Labor Code and the applicable IWC Wage Order.

85. Labor Code § 1194, in part, provides that any employee receiving less than the minimum wage is entitled to recover in a civil action the unpaid balance of the minimum wage, including interest thereon, reasonable attorney's fees, and costs of suit.

86. Labor Code § 1194.2, in part, provides that in any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

87. Labor Code § 1197 provides, “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum wage so fixed is unlawful.”

88. The “Minimum Wage” section of the applicable IWC Wage Order provides that an employer may not pay non-exempt employees less than the applicable minimum for all hours worked.

89. The applicable IWC Wage Order defines the term “hours worked” as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

90. Furthermore, pursuant to Labor Code § 1198, the standard conditions of labor fixed by the commission shall be the standard conditions of labor for employees. The employment of any employee under conditions of labor prohibited by the IWC Wage Order is unlawful.

91. Defendants failed to pay Plaintiff and, upon information and belief, Maintenance

1 Technician Class members, at least minimum wages for all the time spent working and under the control
2 of Defendants. For example, Plaintiff and other Maintenance Technicians worked through the time they
3 were clocked out for meal periods when they had to escort vendors around the different buildings or
4 otherwise work through lunch to finish their daily duties without incurring unauthorized overtime.
5 Plaintiff was instructed to clock out for a meal break regardless of whether he was still working or not;
6 thus, Defendants did not compensate Plaintiff for the time he spent working while clocked out for a meal
7 break.

8 92. As a direct result, Plaintiff and Maintenance Technician Class Members have suffered
9 and continue to suffer, substantial losses related to the use and enjoyment of such wages, including lost
10 interest on such monies and expenses and attorney's fees in seeking to compel Defendants to fully
11 perform their obligation under state law, all to their respective damage in amounts according to proof at
12 trial and within the jurisdictional limitations of this Court.

13 93. Plaintiff seeks to recover in a civil action the unpaid balance of the full amount of the
14 unpaid wages resulting from Defendants' minimum wage violations including interest thereon,
15 reasonable attorney's fees and costs of suit, penalties, and liquidated damages to the fullest extent
16 permissible including those permitted pursuant to Labor Code sections 218.6, 1194, 1194.2, and Code of
17 Civil Procedure § 1021.5.

18 WHEREFORE, Plaintiff prays for relief as hereinafter requested.

19 **FOURTH CAUSE OF ACTION**
20 **FAILURE TO PAY ALL OVERTIME WAGES**

21 (Violation of Labor Code §§510, 1194, 1198 and the "Hours and Days of Work" Section of the
22 Applicable IWC Wage Order)

23 (Alleged By Plaintiff Individually and On Behalf of the Maintenance Technician Class
24 Against Defendants)

25 94. Plaintiff incorporates by reference paragraphs 1 through 93, inclusive, and makes them
26 part of this Fourth Cause of Action as though fully set forth herein.

27 95. Plaintiff and Maintenance Technician Class members were non-exempt employees of
28 Defendants in California within the meaning of the Labor Code and the applicable IWC Wage Order.

96. Plaintiff and the Maintenance Technician Class members typically and regularly worked

1 more than 8 hours a workday, 40 hours a week and/or seven consecutive days in a week.

2 97. Labor Code § 510 provides “Any work in excess of eight hours in one workday and any
3 work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of
4 work in any one workweek shall be compensated at the rate of no less than one and one-half times the
5 regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at
6 the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of
7 eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the
8 regular rate of pay of an employee.”

9 98. Labor Code § 1194 provides that any employee receiving less than the legal overtime
10 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the
11 amount of this overtime compensation, including interest thereon, reasonable attorney’s fees, and costs
12 of suit.

13 99. Furthermore, pursuant to Labor Code § 1198, the standard conditions of labor fixed by
14 the commission shall be the standard conditions of labor for employees. The employment of any
15 employee under conditions of labor prohibited by the IWC Wage Order is unlawful.

16 100. The applicable Wage Order of the Industrial Welfare Commission requires every
17 employer, including Defendants, to pay to each non-exempt employee wages not less than one and one-
18 half times the regular rate of pay for an employee for any hours worked in excess of eight hours in one
19 workday and any work in excess of 40 hours in one workweek and the first eight hours worked on the
20 seventh day of work in any one workweek. Any work in excess of 12 hours in one day shall be
21 compensated at a rate of no less than twice the regular rate of pay for an employee. Any work in excess
22 of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice
23 the regular rate of pay of an employee.

24 101. The applicable IWC Wage Order defines the term “hours worked” as “the time during
25 which an employee is subject to the control of an employer, and includes all the time the employee is
26 suffered or permitted to work, whether or not required to do so.”

27 102. Plaintiff and Maintenance Technician Class members consistently worked over 8 hours
28 per day and 40 hours per week during their employment with Defendants. However, Plaintiff and the

1 Maintenance Technician Class members did not receive all overtime compensation owed for all
2 overtime hours worked. For example, Plaintiff and Maintenance Technician Class members were and
3 are not paid overtime wages earned for all the hours worked over 8 hours per day, 40 hours per week,
4 and on the seventh consecutive day of work in a week during their employment with Defendants,
5 because Defendants required Plaintiffs and Maintenance Technician Class members to work through
6 their meal periods in order to be available properly escort vendors around the property at all times.

7 103. Further, Defendants did not incorporate non-discretionary bonus wages paid to Plaintiffs
8 and Maintenance Technician Class members into their regular rate of pay for purposes of calculating
9 overtime. Thus, Plaintiff and the Maintenance Technician Class were not paid all overtime wages due
10 and owing.

11 104. Plaintiff and Maintenance Technician Class members suffered and continue to suffer
12 losses related to the use and enjoyment of compensation due and owing to them as a direct result of
13 Defendants' unlawful acts and Labor Code violations in an amount to be shown according to proof at
14 trial and within the jurisdictional limitations of this Court.

15 105. Plaintiff seeks to recover in a civil action the unpaid balance of the full amount of the
16 unpaid wages resulting from Defendants' overtime wage violations including interest thereon,
17 reasonable attorney's fees and costs of suit, and penalties, to the fullest extent permissible including
18 those permitted pursuant to Labor Code sections 218.6, 510, 1194, 1198, and Code of Civil Procedure
19 section 1021.5.

20 WHEREFORE, Plaintiff prays for relief as hereinafter requested.

21 **FIFTH CAUSE OF ACTION**

22 **FAILURE TO MAINTAIN ACCURATE RECORDS**

23 (Violation of Labor Code §§ 1174(d), 1198 and the "Records" section of the Applicable IWC Wage
24 Order)

25 (Alleged By Plaintiff Individually and On Behalf of the Maintenance Technician Class
26 Against Defendants)

27 106. Plaintiff incorporates by reference paragraphs 1 through 105, inclusive, and makes them
28 part of this Fifth Cause of Action as though fully set forth herein.

107. Plaintiff and Maintenance Technician Class members were non-exempt employees of

Defendants in California within the meaning of the Labor Code and the applicable IWC Wage Order.

108. Labor Code § 1174(d) requires, in part, that employers, including Defendants, maintain payroll records showing the hours worked daily by their employees and to whom wages were paid.

109. Labor Code § 1198 states “The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

110. Additionally, the “Records” section of the applicable IWC Wage Order obligates the employer, including Defendants, to keep accurate information with respect to each one of their employees including, but not limited to, the total wages paid each payroll period, and time records showing when the employee begins and ends each work period, meal periods, split shift intervals, the total daily hours worked, the total hours worked in the payroll period, and the applicable rates of pay.

111. Defendants violated Labor Code §§ 1174(d) and 1198 and the applicable Wage Order when they failed to keep accurate information regarding employees’ hours worked and record each employees’ meal periods.

112. Defendants intentionally failed to accurately record Plaintiff and the Maintenance Technician Class members’ beginning and ending times of all meal periods and the total hours they worked during the payroll period. Defendants further intentionally failed to maintain accurate time records showing the exact times when they began and ended each work period, meal period and the total daily hours worked. Defendants further failed to keep accurate records of the total hours Plaintiff worked in the payroll period, the applicable rates of pay and the total wages earned for the payroll period.

113. Pursuant to Labor Code § 1174.5, any person employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174(d) is subject to a penalty. On information and belief, Defendants intentionally failed to maintain accurate records of the Maintenance Technician Class members’ total daily hours, including meal periods taken, the total hours worked in the payroll period, the applicable rates of pay, and total wages earned for the payroll period.

114. As a direct result of Defendants’ violations alleged herein, Plaintiff and Maintenance

1 Technician Class members have suffered and continue to suffer substantial losses related to Defendants’
2 failure to record and maintain records of meal periods and time records.

3 115. Plaintiff seeks to recover in a civil action all remedies to the fullest extent possible
4 including those permitted pursuant to Labor Code section 1174.5, and Code of Civil Procedure section
5 1021.5.

6 WHEREFORE, Plaintiff prays for relief as hereinafter requested.

7 **SIXTH CAUSE OF ACTION**
8 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

9 (Violation of Labor Code § 226, 1198 and
the “Records” Section of the Applicable IWC Wage Order)

10 (Alleged By Plaintiff Individually and On Behalf of the Maintenance Technician Class
11 Against Defendants)

12 116. Plaintiff incorporates by reference paragraphs 1 through 115, inclusive, and makes them
13 part of this Sixth Cause of Action as though fully set forth herein.

14 117. Plaintiff and Maintenance Technician Class members were non-exempt employees of
15 Defendants in California within the meaning of the Labor Code and the applicable IWC Wage Order.

16 118. Labor Code § 226(a) requires that employers, including Defendants, furnish their
17 employees with each wage payment an accurate and itemized writing that shows gross wages earned,
18 total hours worked, all deductions, net wages earned, the inclusive dates of the period for which the
19 employee is paid, the name of the employee and the portion of his or her social security number, the
20 name and address of the legal entity that is the employer, and all applicable hourly rates in effect during
21 the pay period and the corresponding number of hours worked at each hourly rate by the employee.

22 119. Labor Code section 226(e)(1)) states: “An employee suffering injury as a result of a
23 knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the
24 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs
25 and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not
26 exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs
27 and reasonable attorney's fees.”

28 120. Labor Code § 226(e)(2)(B) states, in pertinent part, “an employee is deemed to suffer

1 injury for purposes of this subdivision if the employer fails to provide accurate and complete
2 information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the
3 employee cannot promptly and easily determine from the wage statement alone one or more of the
4 following: (i) The amount of the gross wages or net wages paid to the employee during the pay period or
5 any of the other information required to be provided on the itemized wage statement pursuant to items
6 (2) to (4), inclusive, (6), and (9) of subdivision (a).”

7 121. Labor Code § 226(h) states “An employee may also bring an action for injunctive relief
8 to ensure compliance with this section, and is entitled to an award of costs and reasonable attorney's
9 fees.”

10 122. Defendants knowingly and intentionally failed to provide Plaintiff and Maintenance
11 Technician Class members an accurate itemized wage statement with each wage payment as required by
12 Labor Code §226(a). Defendants knowingly and intentionally failed to provide Plaintiff and members of
13 the Maintenance Technician Class with each wage payment an accurate wage statement showing, among
14 other things, the correct number of hours worked during the pay period, the correct gross and net wages,
15 and the correct and/or applicable hourly rates of pay for the regular and overtime hours worked.

16 123. Defendants’ failure to provide accurate itemized wage statements constitutes an injury as
17 defined under Labor Code §226(e)(2)(B). Therefore, Plaintiff and members of the Maintenance
18 Technician Class are and were employees of Defendants that have suffered an injury for purposes of
19 Labor Code § 226 and entitled to recover the greater of all actual damages or the amount specified in §
20 226 per violation.

21 124. Moreover, Defendants’ failure to provide accurate wage statements left Plaintiff and
22 Maintenance Technician Class members without the ability to know, understand, and question the rate
23 of pay and hours used to calculate the wages paid by Defendants. Therefore, Plaintiff and Maintenance
24 Technician Class members suffered actual damages as a result of Defendants’ failure to provide accurate
25 wage statements.

26 125. Plaintiff and Maintenance Technician Class members suffered and continue to suffer
27 injuries, losses and actual damages as a direct result of Defendants’ Labor Code violations, including
28 lost interest on such wages, and expenses and attorney’s fees in seeking to compel Defendants to fully

1 perform their obligations, in an amount to be shown according to proof at trial.

2 126. Plaintiff, individually and on behalf of Maintenance Technician Class members, seeks to
3 recover all available remedies including, but not limited to damages, penalties, attorney's fees, costs,
4 and injunctive relief to the fullest extent permitted by law.

5 WHEREFORE, Plaintiff prays for relief as hereinafter requested.

6 **SEVENTH CAUSE OF ACTION**

7 **FAILURE TO TIMELY PAY WAGES DUE DURING EMPLOYMENT**

8 (Violation of Labor Code §§ 204(a), 1198 and the "Minimum Wages" Section of the Applicable IWC
9 Wage Order)

10 (Alleged by Plaintiff Individually and On Behalf of the Maintenance Technician Class
11 Against Defendants)

12 127. Plaintiff hereby incorporates by reference paragraphs 1 through 126 inclusive, and makes
13 them part of this Seventh Cause of Action as though fully set forth herein.

14 128. Plaintiff and Maintenance Technician Class members were non-exempt employees of
15 Defendants in California within the meaning of the Labor Code and the applicable IWC Wage Order.

16 129. Labor Code § 204(a) states in pertinent part: "All wages . . . earned by any person in any
17 employment are due and payable twice during each calendar month, on days designated in advance by
18 the employer as the regular paydays."

19 130. Labor Code § 1198 states: "The maximum hours of work and the standard conditions of
20 labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor
21 for employees. The employment of any employee for longer hours than those fixed by the order or under
22 conditions of labor prohibited by the order is unlawful."

23 131. IWC Wage Order section 4(B) states "Every employer shall pay to each employee, on the
24 established payday for the period involved, not less than the applicable minimum wage for all hours
25 worked in the payroll period, whether the remuneration is measured by time, piece, commission or
26 otherwise."

27 132. As a result of Defendants' conduct during the applicable statutory period including, but
28 not limited to, failing to pay meal and rest period premium wages and failing to pay wages when
Plaintiff clocked out for lunch but still remained on-duty and failing to pay all overtime wages due,
Defendants failed to pay Plaintiff and Maintenance Technician Class members (i) all wages due and

owing and (ii) all wages due and owing by the time set forth pursuant to Labor Code § 204(a) and IWC Wage Order section 4(B) including, but not limited to, not paying all regular, minimum and overtime wages, and meal and rest premium wages.

133. As a direct result of Defendants' violations alleged herein, Plaintiff and members of the Maintenance Technician Class have suffered and continue to suffer substantial losses related to the use and enjoyment of such wages, including lost interest on such monies and expenses and attorney's fees in seeking to compel Defendants to fully perform their obligations under state law, all to their respective damage in amounts according to proof at trial and within the jurisdictional limitations of this Court.

134. Plaintiff seeks to recover in a civil action all remedies including unpaid wages, attorney's fees and costs, penalties and interest to the fullest extent permissible including those permitted pursuant to Labor Code §§ 218.5, 218.6, 226.7, 1198, and Code of Civil Procedure § 1021.5.

WHEREFORE, Plaintiff prays for relief as hereinafter requested.

EIGHTH CAUSE OF ACTION
FAILURE TO PAY TIMELY WAGES DUE UPON SEPARATION OF EMPLOYMENT
(Violations of Labor Code §§ 201, 202, 203)

(Alleged By Plaintiff Individually and On Behalf of the Waiting Time Penalty Subclass
Against Defendants)

135. Plaintiff incorporates by reference paragraphs 1 through 134, inclusive, and makes them part of this Eighth Cause of Action as though fully set forth herein.

136. Plaintiff and Waiting Time Penalty Subclass members were non-exempt employees of Defendants in California within the meaning of the Labor Code and the applicable IWC Wage Order.

137. Plaintiff and the members of the Waiting Time Penalty Subclass separated employment with Defendants three years preceding the filing of the complaint.

138. Labor Code § 201 requires Defendants to immediately pay any wages, without abatement or reduction, to any employee who is discharged. Labor Code § 202 requires Defendants to pay any and all wages due and owing to an employee not having a written contract for a definite period within 72 hours of the employee quitting of his or her employment, 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

1 at the time of quitting.

2 139. Labor Code § 203 causes the unpaid wages of the employee to continue as a penalty from
3 the due date thereof, at the same rate until paid, or until an action is commenced, but not more than 30
4 days, for the violation of Labor Code §§ 201 and 202.

5 140. Through Defendants' conduct during the applicable statutory period including, but not
6 limited to, that Defendants willfully failed to pay Plaintiff and members of the Waiting Time Penalty
7 Subclass with all wages due and owing to them, including minimum wages, overtime wages, regular
8 wages, meal period premiums, and rest period premiums within the time required by Labor Code §§ 201
9 and 202, as applicable.

10 141. To date, Plaintiff has not yet received all wages due and payable, including but not
11 limited to, minimum wages, overtime wages, regular wages, and meal and rest premium wages owing to
12 him. On information and belief, members of the Waiting Time Penalty Subclass have not yet received
13 all minimum wages, overtime wages, regular wages, and meal and rest premium wages due and owing
14 to them.

15 142. As a direct result of Defendants' violations alleged herein, Plaintiff and the Waiting Time
16 Penalty Subclass members have suffered and continue to suffer losses related to the use and enjoyment
17 of wages due and owing to them, including lost interest on such monies and expenses and attorney's fees
18 in seeking to compel Defendants to fully perform their obligation under state law, all to their respective
19 damage in an amount to be shown according to proof at trial and within the jurisdictional limitations of
20 this Court.

21 143. Plaintiff seeks to recover in a civil action all remedies including unpaid wages, attorney's
22 fees and costs, penalties and interest to the fullest extent permissible including those permitted pursuant
23 to Labor Code sections 210, 218.5, 218.6, 1198, and Code of Civil Procedure section 1021.5.

24 WHEREFORE, Plaintiff prays for relief as hereinafter requested.

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NINTH CAUSE OF ACTION

VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, et seq.

(Alleged By Plaintiff Individually and On Behalf of the Maintenance Technician Class and the Waiting Time Penalty Subclass Against Defendants)

144. Plaintiff incorporates by reference paragraphs 1 through 143, inclusive, and makes them part of this Ninth Cause of Action as though fully set forth herein.

145. California Business & Professions Code §§ 17200, *et seq.*, prohibits acts of unfair competition, which includes any “unlawful, unfair or fraudulent business act or practice...”

146. Defendants’ Labor Code and IWC Wage Order violations alleged herein constitute an “*unlawful, unfair or fraudulent business act or practice*” prohibited by Business and Professions Code §§17200-17208.

147. Defendants’ Labor Code and IWC Wage Order violations as alleged herein include, but are not limited to, (i) failure to provide proper meal and failure to pay Plaintiff and members of the Maintenance Technician Class meal period premium wages for missed, short, late, interrupted or on-duty meal periods; (ii) failure to provide proper rest periods and failure to pay Plaintiff and members of the Maintenance Technician Class rest period premium wages for missed, short, late, interrupted or on-duty rest periods; (iii) failure to pay Plaintiff and members of the Maintenance Technician Class all regular, minimum and overtime wages for all hours worked and under the control of Defendants; (iv) failure to maintain accurate records including accurate records of the hours Plaintiff and members of the Maintenance Technician Class worked while employed by Defendants; (v) failure to provide Plaintiff and members of the Maintenance Technician Class accurate itemized wage statements; (vi) and failure to timely pay Plaintiff and members of the Maintenance Technician Class all wages owed and earned upon separation of their employment with Defendants.

148. Defendants intentionally avoided paying Plaintiff and the Maintenance Technician Class members all wages and monies, and other financial obligations attached thereto, to create for Defendants an artificially lower cost of doing business, and thus, undercut their competitors, all to the detriment of Plaintiff and Maintenance Technician Class members.

149. Defendants lowered their costs of doing business by paying Plaintiff and Maintenance Technician Class members an amount less than what is required under the California Labor Code and

1 Wage Order of the Industrial Welfare Commission, thereby unfairly forcing Plaintiff and members of
2 the Maintenance Technician Class to perform work without fair compensation and benefits.

3 150. Defendants held themselves out to Plaintiff and members of the Maintenance Technician
4 Class as being knowledgeable and adhering to the employment laws of California at all times relevant
5 herein. Plaintiff and, on information and belief, Maintenance Technician Class members, relied on and
6 believed in Defendants' representation concerning their conformance with the California laws alleged
7 herein, all to their detriment.

8 151. Defendants' scheme to lower their payroll costs and profit by withholding money, wages,
9 compensation and benefits, which are the property of Plaintiff and the Maintenance Technician Class
10 members, in violation of the California Labor Code and the IWC Wage Orders, as alleged herein,
11 constitutes an "*unlawful, unfair or fraudulent business act or practice*," under the California Business
12 and Professions Code §§ 17200, *et seq.* *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th
13 163, 177-78 (2000).

14 152. Business and Professions Code § 17204, states, in relevant part, that "Actions for relief
15 pursuant to this chapter shall be prosecuted...by... a person who has suffered injury in fact and has lost
16 money or property as a result of the unfair competition."

17 153. Defendants have acquired money and property of the Plaintiff and the Maintenance
18 Technician Class members by means of an unlawful practice that constitutes unfair competition as
19 defined by §17200. Thus, Plaintiff and Maintenance Technician Class members are persons in interest
20 under Business and Professions Code § 17203 to whom money and property should be restored.

21 154. Business and Professions Code § 17203 states, in relevant part, that "any person may
22 pursue representative claims or relief on behalf of others only if the claimant meets the standing
23 requirements of Section 17204." Plaintiff is a person who suffered injury in fact and lost money, wages,
24 compensation, and benefits, as a result of Defendants' unfair competition.

25 155. Pursuant to Business and Professions Code §§17203 and 17204, Plaintiff may pursue
26 representative claims and relief on behalf of himself and the Non-Exempt Class.

27 156. Pursuant to Business and Professions Code § 17203, "The court may make such orders or
28 judgments, as may be necessary to restore to any person in interest any money or property, real or

1 personal, which may have been acquired by means of such unfair competition.”

2 157. Defendants reaped unfair benefits and illegal profits at the expense of Plaintiff and
3 Maintenance Technician Class members by committing the unlawful acts alleged herein. Thus,
4 Defendants must make restitution and/or be subject to other equitable relief pursuant to Business &
5 Professions Code § 17203, and therefore, restore all unpaid wages to Plaintiff and Maintenance
6 Technician Class members.

7 158. Plaintiff and the Maintenance Technician Class suffered and continue to suffer loss of
8 wages and monies, all in an amount to be shown according to proof at trial and within the jurisdiction of
9 this Court, due to Defendants’ unlawful business practices as alleged herein.

10 159. Plaintiff seeks all available remedies on behalf of himself and on behalf of Maintenance
11 Technician Class members including but not limited to restitution of all wages all in an amount to be
12 shown according to proof at trial. All such remedies are cumulative of relief available under other laws,
13 pursuant to Business & Professions Code § 17205.

14 WHEREFORE, Plaintiff prays for relief as hereinafter requested.

15 **TENTH CAUSE OF ACTION**
16 **REPRESENTATIVE CLAIMS UNDER THE PRIVATE ATTORNEYS GENERAL ACT**
(Labor Code §§ 2698, *et seq.*)

17 (Alleged by Plaintiff Individually and On Behalf of All Current and Former Aggrieved
18 Employees of Defendants Against Defendants)

19 160. Plaintiff incorporates by reference paragraphs 1 through 159, inclusive, and makes them
20 part of this Tenth Cause of Action as though fully set forth herein.

21 161. Plaintiff is an “aggrieved employee” because he was employed by the alleged violator
22 and had one or more of the alleged violations committed against him, and therefore is properly suited to
23 represent the interests of other current and former Maintenance Technicians.

24 162. Pursuant to Labor Code § 2699(a), Plaintiff seeks civil penalties on behalf of himself and
25 all other current and former non-exempt employees of Defendants in California (hereinafter collectively
26 referred to as the “aggrieved employees”).

27 163. Labor Code § 2699(a) states that any provision of the Labor Code that provides for a civil
28 penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions,

boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

164. This cause of action involves allegations of violations of the Labor Code §§ 201, 202, 203, 204, 226(a), 226(e), 226.3, 226.7, 246(h), 510, 512, 1174(d), 1194, 1197, 1197.1, and 1198 that pursuant to Labor Code § 2699.5 provide for a civil penalty to be assessed and collected by the LWDA or recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

165. On September 1, 2016, Plaintiff satisfied the procedural requirements of § 2699.3 by serving, via Certified Mail, the LWDA and his former employer Applied Medical Resources Corporation with his notice for wage and hour violations and penalties, including the facts and theories to support each violation. More than 60 days have passed since Plaintiff served notice via Certified Mail to the LWDA and his former employers. Therefore, Plaintiff satisfied all the administrative requirements to pursue civil penalties against Defendant Applied Medical Resources Corporation pursuant to Labor Code § 2698, *et seq.*

166. For all provisions of the Labor Code for which a civil penalty is not specifically provided, Labor Code § 2699(f) imposes upon Defendants, and each of them, a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation.

167. Defendants violated Labor Code §§ 226.7 and 512 by denying Plaintiff and aggrieved employees lawfully compliant meal breaks and by failing to provide proper compensation when no meal period was properly provided.

168. Defendants violated Labor Code § 226.7 by denying Plaintiff and aggrieved employees paid rest breaks and by failing to provide proper compensation when no paid rest period was properly provided.

169. Thus, under Labor Code § 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code §§ 226.7 and 512, and \$200 for each aggrieved employee per pay period for each subsequent violation.

170. Defendants violated Labor Code §§ 1194 and 1197 by not paying Plaintiff and aggrieved employees at least minimum and regular wages for all the time they were suffered or permitted to work, engaged in work and/or under Defendants' control. Thus, under Labor Code § 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of these sections, and \$200 for each aggrieved employee per pay period for each subsequent violation.

171. Defendants violated Labor Code §§ 510 and 1194 by not paying Plaintiff and aggrieved employees all overtime wages earned for all the time they were suffered or permitted to work, engaged in work and/or under Defendants' control, as alleged herein. At all relevant times, Plaintiff and, on information and belief, other aggrieved employees, were not paid all overtime premium wages when they worked in excess of eight hours a day or forty hours in a workweek, due in part to Defendants' failure to include employees bonuses into the overtime calculation. Thus, under Labor Code § 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation of Labor Code §§ 510 and 1194 and \$200 for each aggrieved employee per pay period for each subsequent violation.

172. Defendants violated Labor Code §§ 226(a) by failing to maintain any records of the start and end times of work and meal periods, and knowingly and intentionally failing to maintain and provide Plaintiff and other aggrieved employees of Defendants wage statements itemizing accurately all information required by Labor Code §§ 226(a), as alleged herein. Pursuant to Labor Code § 226(e), an employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

173. Labor Code § 226.3, in addition to, and entirely independent and apart from any other penalty, provides for a civil penalty in the amount of \$250 per violation in an initial citation and \$1,000 for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of § 226.

174. Labor Code § 1174.5 provides for a civil penalty of \$500 for any person employing labor

1 who willfully fails to maintain records required by subdivision (c) of § 1174 or accurate and complete
2 records required by subdivision (d) of § 1174.

3 175. Under Labor Code § 204, Defendants are required to pay each of their employees all
4 wages earned twice each calendar month on the days designated in advance as regular paydays.
5 Defendants violated Labor Code § 204 when they failed to pay each aggrieved employee all meal and
6 rest premium wages, regular and minimum wages, and all overtime wages earned for all the time they
7 were suffered or permitted to work, engaged in work and/or were under Defendants' control, as alleged
8 herein. Thus, under Labor Code § 210(a), Defendants, in addition to, and entirely independent and apart
9 from any other penalty, are subject to a civil penalty for failing to pay the wages of each aggrieved
10 employee as provided in Labor Code § 204, as follows: (1) For any initial violation, one hundred dollars
11 (\$100) for each failure to pay each aggrieved employee. (2) For each subsequent violation, or any willful
12 or intentional violation, two hundred dollars (\$200) for each failure to pay each aggrieved employee.

13 176. Defendants violated Labor Code §§ 201 and 202 by not paying Plaintiff and aggrieved
14 employees all minimum, regular and overtime wages, and all meal and rest premium wages by the time
15 set forth by law upon separation of employment, as alleged herein. Thus, under Labor Code §
16 2699(f)(2), Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period
17 for the initial violation of these sections, and \$200 for each aggrieved employee per pay period for each
18 subsequent violation.

19 177. Defendants violated Labor Code § 203 by not paying Plaintiff and aggrieved employees
20 all minimum, regular, and overtime wages, and all meal and rest premium wages by the time set forth by
21 law upon separation of employment, as alleged herein. Under Labor Code § 203, in addition to, and
22 entirely independent and part from any other penalty, are subject to a civil penalty for willfully failing to
23 pay any wages of an employee who is discharged or quits. The civil penalty shall be as follows: the
24 wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid,
25 or until an action therefor is commenced; but the wages shall not continue for more than thirty days.

26 178. Defendants violated Labor Code § 1198 when they failed to comply with the maximum
27 hours of work and the standard conditions of labor fixed by the IWC under the "Hours and Days of
28 Work," the "Meal Period" and the "Records" Sections of the applicable Wage Order, by failing to pay

1 all minimum wages, failing to provide compliant meal breaks, failing to pay meal premium wages, and
2 failing to keep and provide accurate records, as alleged herein. Thus, under Labor Code § 2699(f)(2),
3 Defendants are subject to a civil penalty of \$100 for each aggrieved employee per pay period for the
4 initial violation of Labor Code § 1198 and \$200 for each aggrieved employee per pay period for each
5 subsequent violation of Labor Code § 1198.

6 179. Defendants are and were Plaintiff's and aggrieved employees' employers or other
7 person(s) acting either individually or as an officer, agent, or employee of another person(s), who pays
8 or causes to be paid to any employee a wage less than the minimum fixed by an order of the
9 Commission, and, as such, are subject to penalties for each underpaid employee pursuant to Labor Code
10 § 1197.1.

11 180. Labor Code § 1197.1 imposes upon Defendants for each initial violation of wage and
12 hour laws a penalty of \$100.00 for each underpaid employee for each pay period for which the employee
13 is underpaid. Furthermore, Labor Code § 1197.1 imposes upon Defendants for each subsequent
14 violation of wage and hour laws a penalty of \$250.00 for each underpaid employee for each pay period
15 for which the employee was underpaid in addition to an amount sufficient to recover the underpaid
16 wages and liquidated damages pursuant to § 1194.2.

17 181. Defendants are and were Plaintiff's and other aggrieved employees' employers, or
18 persons acting on their behalf, within the meaning of Labor Code § 558, who violated or caused to be
19 violated, a section of Part 2, Chapter 1 of the Labor Code or any provision regulating hours and days of
20 work in any IWC Wage Order and, as such, are subject to penalties for each underpaid employee as set
21 forth in Labor Code § 558.

22 182. Pursuant to Labor Code § 558, Defendants are subject to a civil penalty of \$50.00 for an
23 initial violation of Labor Code §§ 510 and 512, for each aggrieved employee, for each pay period for
24 which the aggrieved employee was not provided with a timely uninterrupted 30-minute meal period and
25 all overtime wages for all hours worked, as alleged herein. The civil penalty is in addition to an amount
26 sufficient to recover the underpaid meal premium and overtime wages, which shall be paid directly to
27 each affected employee.

28 183. Furthermore, Labor Code § 558 imposes upon Defendants for each subsequent violation

1 of Labor Code §§ 510 and 512 a penalty of \$100.00 for each aggrieved employee for each pay period for
2 which the aggrieved employee was not provided with a timely uninterrupted 30-minute meal period and
3 all overtime wages for all hours worked, as alleged herein. The civil penalty is in addition to an amount
4 sufficient to recover the underpaid meal premium and overtime wages, which shall be paid directly to
5 each affected employee.

6 184. Labor Code § 558 also imposes upon Defendants for each violation of the “Hours and
7 Days of Work” section of the applicable Industrial Wage Order a penalty of \$50.00 for each aggrieved
8 employee for each pay period for which the aggrieved employee was not provided with a paid
9 uninterrupted 10-minute rest period, as alleged herein, and a penalty of \$100.00 for each subsequent
10 violation. The civil penalty is in addition to an amount sufficient to recover the underpaid rest premium
11 wages, which shall be paid directly to each affected employee. As set forth in *Thurman v. Bayshore*
12 *Transit Management*, 203 Cal.App.4th 1112, 1153 (2012), the Hours and Days of Work section of the
13 Wage Orders also covers failure to provide rest periods and Plaintiff may therefore recover penalties
14 under Labor Code § 558.

15 185. For bringing this action, Plaintiff is additionally entitled to attorney’s fees and costs
16 incurred herein.

17 186. Plaintiff seeks to recover civil penalties on behalf of himself and other aggrieved
18 employees for Defendants’ violations of the Labor Code, including but not limited to Defendants’
19 violations of Labor Code §§ 201, 202, 204, 226(a), 226.7, 510, 512, 1174(d), 1194, 1197, and 1198
20 pursuant to Labor Code § 2698, *et seq.* The exact amount of the applicable penalty is an amount to be
21 shown according to proof at trial and within the jurisdictional limitations of this Court.

22 WHEREFORE, Plaintiff prays for relief as hereinafter requested.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 25
- 26 a. For general damages;
- 27 b. For special damages;
- 28 c. For liquidated damages in an amount equal to the wages unlawfully unpaid and

- 1 interest thereon pursuant to Labor Code § 1194.2;
- 2 d. For actual damages pursuant to Labor Code § 226(e);
- 3 e. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by
- 4 law, including pursuant to Code of Civil Procedure § 1021.5, Labor Code §§ 218.5,
- 5 218.6, 226, 248.5(e), 1194, and 2698, *et seq.*
- 6 f. For civil and statutory penalties to the extent permitted by law, including those
- 7 pursuant to the Labor Code, the Private Attorneys General Act, and the Orders of the
- 8 Industrial Welfare Commission;
- 9 g. For penalties for each initial and subsequent violation for each underpaid employee
- 10 for each pay period for which the employee was underpaid, and an amount sufficient
- 11 to recover the underpaid wages pursuant to Labor Code §§ 226.7, 558, and 1197.1;
- 12 h. For restitution as provided by Business and Professions Code §17200 *et seq.*;
- 13 i. For an order requiring Defendants to restore and disgorge all funds to Plaintiff
- 14 acquired by means of any act or practice declared by this Court to be unlawful, unfair
- 15 or fraudulent and, therefore, constituting unfair competition under Business and
- 16 Professions Code §17200 *et seq.*
- 17 j. For an award of damages in the amount of unpaid compensation and monies
- 18 including, but not limited to actual damages, unpaid wages, overtime wages,
- 19 minimum wages, regular wages, waiting time penalties and other penalties according
- 20 to proof, including interest thereon;
- 21 k. For an award of an additional hour of pay at the regular rate of compensation
- 22 pursuant to Labor Code §226.7(b) for each meal and rest period not in accordance
- 23 with an applicable Order of the Industrial Welfare Commission;
- 24 l. For an order imposing a constructive trust upon the Defendants to compel them to
- 25 transfer wages that have been wrongfully obtained and held by Defendants to unpaid
- 26 employees;
- 27 m. For an accounting to determine all money wrongfully obtained and held by
- 28 Defendants;

GRAHAMHOLLIS APC
3555 FIFTH AVENUE
SAN DIEGO, CALIFORNIA 92103

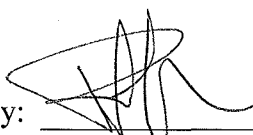
- 1 n. For a declaratory judgment that Defendants have violated Labor Code §§ 201, 202,
2 204, 226, 510, 512, 1194, 1174, 1197, 1198, and the “Hours and Days of Work,”
3 “Minimum Wages,” “Records” and “Meal Periods” sections of the Wage Order of the
4 Industrial Welfare Commission;
5 o. For pre and post-judgment interest; and
6 p. For such other relief as the Court deems just and proper.
7

8 **JURY TRIAL DEMAND**

9 Please take notice that Plaintiff demands trial by jury on all Causes of Action.

10 Dated: December 22, 2016

11 GRAHAMHOLLIS APC

12
13 By: 

14 GRAHAM S.P. HOLLIS
15 MARTA MANUS
16 PALOMA ACOSTA
17 Attorneys for Plaintiff
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