

Electronically
FILED

by Superior Court of California, County of San Mateo

ON 11/6/2020

By /s/ Anthony Berini
Deputy Clerk

1 Shaun Setareh (SBN 204514)
shaun@setarehlaw.com
2 David Keledjian (SBN 309135)
david@setarehlaw.com
3 SETAREH LAW GROUP
315 South Beverly Drive, Suite 315
4 Beverly Hills, California 90212
Telephone (310) 888-7771
5 Facsimile (310) 888-0109

6 Attorneys for Plaintiff
LEONARDO ALDAPE

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN MATEO

10 LEONARDO ALDAPE, on behalf of himself
11 and all others similarly situated,

12 *Plaintiff,*

13 vs.

14 CEVA LOGISTICS U.S., INC., a Delaware
corporation; CEVA FREIGHT, LLC, a
15 Delaware corporation; CEVA FREIGHT
MANAGEMENT INTERNATIONAL
16 GROUP, INC., a Delaware corporation; and
DOES 1 through 50, inclusive,

17 *Defendants.*
18
19
20
21
22
23
24
25
26
27
28

Case No. 20-CIV-04865

CLASS ACTION COMPLAINT

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
4. Failure to Pay Vacation Wages (Lab. Code § 227.3);
5. Failure to Indemnify (Lab. Code § 2802);
6. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
7. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
8. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);

JURY TRIAL DEMANDED

1 Plaintiff LEONARDO ALDAPE ("Plaintiff"), on behalf of himself, all others similarly
2 situated, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class and representative action against Defendants CEVA
5 LOGISTICS U.S., INC., CEVA FREIGHT, LLC, CEVA FREIGHT MANAGEMENT
6 INTERNATIONAL GROUP, INC., and DOES 1 through 50, inclusive (collectively referred to as
7 "Defendants") for alleged violations of the Labor Code and Business and Professions Code. As set
8 forth below, Plaintiff alleges that Defendants have:

- 9 (1) failed to provide him and all other similarly situated individuals with meal
10 periods;
- 11 (2) failed to provide them with rest periods;
- 12 (3) failed to pay them premium wages for missed meal and/or rest periods;
- 13 (4) failed to pay them premium wages for missed meal and/or rest periods at the
14 regular rate of pay;
- 15 (5) failed to pay them at least minimum wage for all hours worked;
- 16 (6) failed to pay them overtime wages at the correct rate;
- 17 (7) failed to pay them double time wages at the correct rate;
- 18 (8) failed to pay them overtime and/or double time wages by failing to include all
19 applicable remuneration in calculating the regular rate of pay;
- 20 (9) failed to pay them for all vested vacation pay;
- 21 (10) failed to reimburse them for all necessary business expenses;
- 22 (11) failed to provide them with accurate written wage statements; and
- 23 (12) failed to pay them all of their final wages following separation of employment.

24 2. Based on these alleged labor code violations, Plaintiff now brings this class and
25 representative action to recover unpaid wages, restitution, and related relief on behalf of himself, all
26 others similarly situated, and the general public.

27 ///

28 ///

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

6. Plaintiff is informed and believes, and thereupon alleges that the individual claims of the class defined below are under the \$75,000 threshold for federal diversity jurisdiction and the aggregate claim is under the \$5,000,000 threshold for federal jurisdiction under the Class Action Fairness Act of 2005. Further, there is no federal question at issue as the issues herein are based solely on California law.

18
19
20
21
22
23
24
25
26
27
28

10. Defendant CEVA FREIGHT MANAGEMENT INTERNATIONAL GROUP, INC.

1 Delaware and doing business in the State of California.

2 11. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
3 participation in the conduct alleged herein, of the defendants sued as DOES 1 through 50, inclusive,
4 but is informed and believes and thereupon alleges that the defendants are legally responsible for the
5 wrongful conduct alleged herein and therefore sues these defendants by such fictitious names.
6 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE defendants
7 when ascertained.

8 12. Plaintiff is informed and believes and thereupon alleges that, at all relevant times
9 mentioned herein, all defendants were the representatives, agents, employees, partners, directors,
10 associates, joint venturers, principals or co-participants of some or all of the other defendants, and in
11 doing the things hereinafter alleged, were acting within the course and scope of such relationship and
12 with the full knowledge, consent, and ratification of each of the other defendants.

13 13. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
14 mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and
15 conspired with one another, and aided and abetted one another to accomplish the occurrences, acts
16 and omissions alleged herein.

17 **CLASS ALLEGATIONS**

18 14. This action has been brought and may be maintained as a class action pursuant to Code
19 of Civil Procedure section 382 because there is a well-defined community of interest among the
20 persons who comprise the readily ascertainable classes defined below and because Plaintiff is
21 unaware of any difficulties likely to be encountered in managing this case as a class action.

22 15. **Relevant Time Period:** The relevant time period is defined as the time period
23 beginning four years prior to the filing of this action until judgment is entered.

24 **Hourly Employee Class:** All persons employed by Defendants and/or any staffing agencies
25 and/or any other third parties in hourly or non-exempt positions in California during the
26 Relevant Time Period.

27 **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked a shift
in excess of five hours during the Relevant Time Period.

28 **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a shift

of at least three and one-half (3.5) hours during the **Relevant Time Period**.

Waiting Time Penalties Sub-Class: All **Hourly Employee Class** members who separated from their employment with Defendants during the period beginning three years before the filing of this action and ending when final judgment is entered.

Wage Statement Penalties Sub-Class: All persons employed by Defendants and/or any staffing agencies and/or any other third parties in California during the period beginning one year before the filing of this action and ending when final judgment is entered.

UCL Class: All **Hourly Employee Class** members employed by Defendants in California during the **Relevant Time Period**.

Expense Reimbursement Class: All persons employed by Defendants in California who incurred business expenses during the **Relevant Time Period**.

Vacation Pay Class: All persons employed by Defendants in California who earned paid vacation days, including but not limited to, "Floating Holidays," without receiving compensation for each vested paid vacation day during the **Relevant Time Period**.

16. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right to amend or modify the class definitions with greater specificity, by further division into sub-classes and/or by limitation to particular issues.

17. **Numerosity:** The class members are so numerous that the individual joinder of each individual class member is impractical. While Plaintiff does not currently know the exact number of class members, Plaintiff is informed and believes that the actual number exceeds the minimum required for numerosity under California law.

18. **Commonality and Predominance:** Common questions of law and fact exist as to all class members and predominate over any questions which affect only individual class members. These questions include, but are not limited to:

- A. Whether Defendants maintained a policy or practice of failing to provide employees with their meal periods;
- B. Whether Defendants maintained a policy or practice of failing to provide employees with their rest periods;
- C. Whether Defendants failed to pay premium wages to class members when they have not been provided with required meal and/or rest periods;
- D. Whether Defendants failed to pay minimum and/or overtime wages to class members as a result of policies that fail to provide meal periods in accordance

- 1 with California law;
- 2 E. Whether Defendants failed to pay minimum and/or overtime wages to class
- 3 members for all time worked;
- 4 F. Whether Defendants used payroll formulas that systematically fail to account
- 5 for non-discretionary bonuses and/or other applicable remuneration when
- 6 calculating regular rates of pay for class members;
- 7 G. Whether Defendants failed to pay overtime wages to class members as a result
- 8 of incorrectly calculating their regular rates of pay;
- 9 H. Whether Defendants failed to pay premium wages to class members based on
- 10 their respective “regular rates of compensation” by not including commissions
- 11 and/or other applicable remuneration in calculating the rates at which those
- 12 wages are paid;
- 13 I. Whether Defendants failed to provide proportionate accruals for vested
- 14 vacation time for class members as required by California law;
- 15 J. Whether Defendants subjected the vacation time and/or floating holidays they
- 16 offer to class members to forfeiture;
- 17 K. Whether Defendants failed to reimburse class members for all necessary
- 18 business expenses incurred during the discharge of their duties;
- 19 L. Whether Defendants failed to provide class members with accurate written
- 20 wage statements as a result of providing them with written wage statements
- 21 with inaccurate entries for, among other things, amounts of gross and net
- 22 wages, and total hours worked;
- 23 M. Whether Defendants failed to pay class members all wages without discount;
- 24 N. Whether Defendants failed to pay employees for compensable training time;
- 25 O. Whether Defendants applied policies or practices that result in late and/or
- 26 incomplete final wage payments;
- 27 P. Whether Defendants are liable to class members for waiting time penalties under
- 28 Labor Code section 203; and

1 Q. Whether class members are entitled to restitution of money or property that
2 Defendants may have acquired from them through unfair competition.

3 19. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff
4 is informed and believes and thereupon alleges that Defendants have a policy or practice of failing to
5 comply with the Labor Code and Business and Professions Code as alleged herein.

6 20. **Adequacy of Class Representative:** Plaintiff is an adequate class representative in
7 that he has no interests that are adverse to, or otherwise in conflict with, the interests of absent class
8 members. Plaintiff is dedicated to vigorously prosecuting this action on behalf of class members.
9 Plaintiff will fairly and adequately represent and protect the interests of class members.

10 21. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that
11 they have no known conflicts of interest with Plaintiff or absent class members, are experienced in
12 wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf
13 of Plaintiff and absent class members.

14 22. **Superiority:** A class action is vastly superior to other available means for fair and
15 efficient adjudication of class members' claims and would be beneficial to the parties and the Court.
16 Class action treatment will allow a number of similarly situated persons to be simultaneously and
17 efficiently prosecute their common claims in a single forum without the unnecessary duplication of
18 effort and expense that numerous individual actions would entail. In addition, the monetary amounts
19 due to many individual class members are likely to be relatively small and would therefore make it
20 difficult, if not impossible, for individual class members to both seek and obtain relief. Moreover, a
21 class action will serve an important public interest by permitting class members to effectively pursue
22 the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent
23 or contradictory judgments inherent in individual litigation.

24 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

25 23. Plaintiff was employed with Defendants beginning on or about July 5, 2019 and was
26 terminated on or about April 2019.

27 **Security Check and Off-the-Clock**

28 24. Plaintiff and the putative class were required to utilize the general entrance to the

1 facilities and required to go through a security check at the time of entering and leaving the facilities
2 where they worked. The security check required Plaintiff and the putative class to first wait in a
3 general-purpose line where anyone who wanted to enter the facility was required to go through a
4 security screening.

5 25. Plaintiff and the putative class were required to take off their shoes, bring out all of
6 their belongings from pockets or any bags, and to walk through a metal detector as part of their
7 security check.

8 26. Plaintiff and the putative class were required to spend at least five to fifteen minutes
9 each time they went through the security check – time that was not paid by Defendants.

10 27. Plaintiff and the putative class were required to go through the security check prior
11 to clocking in at the beginning of each work shift and were required to clock out first at the end of
12 each work shift prior to going through the security check.

13 28. Based on the above, Defendants' security check practices have resulted in substantial
14 amounts of time not recorded as hours worked therefore resulting in substantial amount of wages not
15 paid to Plaintiff and the putative class.

16 **Meal/Rest Periods and Security Check**

17 29. Plaintiff and the putative class members were not provided with meal periods of at
18 least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not
19 scheduling each meal period as part of each work shift; (2) no formal written meal and rest period
20 policy that encouraged employees to take their meal and rest periods; and (3) practice of requiring
21 Plaintiff and the putative class to undergo a security check during a portion of their meal periods.

22 30. Plaintiff and the putative class members were not provided with rest periods of at
23 least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
24 Defendants' policy of not scheduling each rest period as part of each work shift; (2) no formal written
25 meal and rest period policy that encouraged employees to take their meal and rest periods; and (3)
26 practice of requiring Plaintiff and the putative class to undergo a security check during a portion of
27 their rest periods.

28 31. Plaintiff and the putative class were required to clock out before each meal period

1 prior to going through the security check; and were required to go through the security check prior
2 to clocking back in at the end of each meal period.

3 32. As Plaintiff and the putative class were only allotted thirty (30) minutes for each meal
4 period, and were required to go through Defendants' security check in order to leave and re-enter
5 the facility, the practical effect of Defendants' policy resulted in Plaintiff and the putative class
6 staying on the premises and otherwise not exercising their right to leave the facility as it would
7 intrude into their meal periods.

8 33. As a result of Defendants' policy, Plaintiff and the putative class were regularly not
9 provided with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hours
10 worked due to complying with Defendants' requirements that required Plaintiff and the putative class
11 to utilize a portion of their meal periods to comply with Defendants' security check requirements.

12 **Shortened Meal Periods**

13 34. Plaintiff alleges that, at all relevant times during the applicable limitations period,
14 Defendants maintained a policy or practice of requiring Plaintiff and the putative class to wait in a
15 long line to clock in and out for their meal periods as they were required to go through a security
16 check at the time of entering and leaving the facilities where they worked. The security check
17 required Plaintiff and the putative class to first wait in a line where anyone who wanted to enter the
18 facility was required to go through a security screening. Accordingly, Plaintiff and the putative class
19 would typically have to wait in line before they could clock in and out for their meal periods.

20 35. Accordingly, Plaintiff and the putative class were provided with shortened meal
21 periods due to the time spent entering and leaving the facilities, undergoing security checks, and the
22 necessary to return to their workstations.

23 36. Plaintiff alleges that, at relevant times during the applicable limitations period,
24 Defendants maintained a policy or practice of disciplining Plaintiff and members of the putative
25 class, up to and including termination, if they did not clock back in from their meal periods on time.

26 37. Plaintiff alleges that, at relevant times during the applicable limitations period, due to
27 Defendants above-mentioned policy or practice, Plaintiff and the putative class did not receive their
28 full thirty (30) minutes uninterrupted meal periods that they were entitled under California law.

1 **Clock-In Process**

2 38. Plaintiff and the putative class were trained to clock in for each work shift using an
3 iPad on the wall of the facility. Plaintiff is informed and believes, and thereupon alleges that, at all
4 relevant times during the applicable limitations period, there were only two devices available for all
5 employees of each facility to clock in and out of work. Plaintiff and the putative class were required
6 to wait in a line of other employees to clock in on the device. It generally took approximately five to
7 ten minutes to get through the line to clock in.

8 39. The entire time spent waiting to clock in would not be accurately recorded and
9 therefore resulted in Plaintiff and the putative class not being paid for all hours worked while waiting
10 for the device to become available.

11 40. Often, Plaintiff and the putative class would encounter login errors, crashes, or
12 malfunctions that would prevent them from being able to clock in and out. When this would happen,
13 a supervisor would manually enter all clock in and clock out times for all employees without
14 consulting with the employees as to their accuracy or obtaining their approval.

15 41. Accordingly, Plaintiff's and the putative classes' clock in times were not properly
16 recorded as time worked which resulted in Plaintiff and the putative class not being paid for all hours
17 worked by Defendants.

18 **Clock Out Process**

19 42. Similarly, upon clocking out for each work shift, Plaintiff and the putative class were
20 required to clock out on the iPad. Upon signing out on the iPad, each employee was deemed to be
21 "clocked out," which is the time recognized as the actual end time for each workday and when
22 Plaintiff and the putative class would stop being paid by Defendants.

23 43. After being clocked out, Plaintiff and the putative class would then be required to go
24 through the same security process of taking off their shoes, bringing out all of their belongings from
25 pockets or any bags, and walking through a metal detector.

26 44. Accordingly, after Plaintiff and the putative class clocked out, they were required to
27 spend approximately five to ten minutes to go through security before they could leave – time which
28 was not properly recorded as time worked and which resulted in Plaintiff and the putative class not

1 being paid for all hours worked by Defendants.

2 **Clocking Out/Off-the-Clock**

3 45. Plaintiff and the putative class would be required to perform off-the-clock work on
4 multiple occasions after they had clocked out for their shift. For example, Plaintiff and the putative
5 class would be contacted by supervisors for work related duties on their personal phones after they
6 had already clocked out for their shift.

7 46. Defendants knew or should have known that Plaintiff and the putative class were not
8 “on the clock” after they had clocked out and therefore should not have directed Plaintiff and the
9 putative class to perform any additional work once they had clocked out.

10 47. Plaintiff and the putative class were not paid for all hours worked as they were required
11 to clock out as they were leaving the facility.

12 48. The time spent by Plaintiff and the putative class to communicate by text or email with
13 supervisors could be anywhere from five to ten minutes – time which was unpaid by Defendants.

14 49. Plaintiff and the putative class were not paid for the time spent working off-the-clock.

15 **Missed Meal Periods**

16 50. During their employment with Defendants, Plaintiff and the putative class regularly
17 worked shifts of eight to twelve hours per day, without being afforded a meal break during the first
18 five hours, and/or a second meal break after ten hours, as required by California law.

19 51. Plaintiff and the putative class members were not provided with meal periods of at
20 least thirty (30) minutes for each five (5) hour work period due to (1) Defendants’ policy of not
21 scheduling each meal period as part of each work shift; (2) chronically understaffing each work shift
22 with not enough workers; (3) imposing so much work on each employee such that it made it unlikely
23 that an employee would be able to take their breaks if they wanted to finish their work on time; (4)
24 interrupting employees with calls and texts during breaks; and (5) no formal written meal and rest
25 period policy that encouraged employees to take their meal and rest periods.

26 52. As a result of Defendants’ policy, Plaintiff and the putative class were regularly not
27 provided with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hours
28 worked due to complying with Defendants’ productivity requirements that required Plaintiff and the

1 putative class to work through their meal periods in order to complete their assignments on time.

2 **Missed Rest Periods**

3 53. Plaintiff and the putative class members were not provided with rest periods of at
4 least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
5 Defendants' policy of not properly scheduling each rest period as part of each work shift; (2)
6 chronically understaffing each work shift with not enough workers; (3) imposing so much work on
7 each employee such that it made it unlikely that an employee would be able to take their breaks if
8 they wanted to finish their work on time; (4) interrupting employees with calls and texts during
9 breaks, and (5) no formal written meal and rest period policy that encouraged employees to take their
10 meal and rest periods.

11 54. As a result of Defendants' policies, Plaintiff and the putative class were regularly not
12 provided with uninterrupted rest periods of at least ten (10) minutes for each four (4) hours worked
13 due to complying with Defendants' productivity requirements that required Plaintiff and the putative
14 class to work through their rest periods in order to complete their assignments on time.

15 **Vacation Pay**

16 55. Plaintiff and the putative class accrued vacation wages during their employment with
17 Defendants.

18 56. Under California law, vacation wages are considered a form of wages under Labor
19 Code section 200. Vested vacation pay and other similar forms of paid time off earned based on labor
20 performed are considered wages that cannot be subject to forfeiture without compensation for
21 forfeited days at the applicable rates required by law.

22 57. At all relevant times, Defendants maintained policies that provide for the unlawful
23 forfeiture of vested vacation pay in violation of Labor Code section 227.3 and *Suastez v. Plastic*
24 *Dress-Up Co.*, (1982) 31 Cal. 3d 774.

25 58. Plaintiff and the putative class are entitled to vacation accrued during their
26 employment with Defendants. Upon termination, Plaintiff and the putative class were not paid out
27 all accrued vacation pay.

28 ///

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

60. During the applicable limitations period, Defendants violated the rights of Plaintiff and the putative class under the above-referenced Labor Code sections by failing to pay them overtime wages for all overtime hours worked in violation of Labor Code §§ 510, 1194, and 1198 as a result of not correctly calculating their regular rate of pay to include all applicable remuneration, including, but not limited to, non-discretionary bonuses and/or shift differential pay.

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

62. Plaintiff and the putative class members were not reimbursed for business expenses incurred in maintaining their equipment, uniforms, and cell phone use for business purposes, including text messages and minutes.

64. Defendants failed to reimburse Plaintiff and the putative class for such necessary business expenses incurred by them.

20
21
22
23
24
25
26
27
28

66. Defendants failed to comply with Labor Code section 226(a)(1) as “gross wages earned” were not accurately reflected in that: all hours worked, including overtime, were not included.

68. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned”

1 were not accurately reflected in that: all hours worked, including overtime, were not included.

2 69. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
3 hourly rates in effect during the pay period and the corresponding number of hours worked at each
4 hourly rate by the employee” were not accurately reflected in that: all hours worked, including
5 overtime, were not included.

6 **FIRST CAUSE OF ACTION**

7 **FAILURE TO PROVIDE MEAL PERIODS**

8 **(Lab. Code §§ 204, 223, 226.7, 512 and 1198)**

9 **(Plaintiff and Meal Period Sub-Class)**

10 70. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if
11 fully alleged herein.

12 71. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been
13 non-exempt employees of Defendant entitled to the full meal period protections of both the Labor
14 Code and the applicable Industrial Welfare Commission Wage Order.

15 72. Labor Code section 512 and Section 11 of the applicable Industrial Welfare
16 Commission Wage Order impose an affirmative obligation on employers to provide non-exempt
17 employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period
18 of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty
19 minutes for each work period of ten hours.

20 73. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare
21 Commission Wage Order (“Wage Order”) both prohibit employers from requiring employees to work
22 during required meal periods and require employers to pay non-exempt employees an hour of
23 premium wages on each workday that the employee is not provided with the required meal period.

24 74. Compensation for missed meal periods constitutes wages within the meaning of Labor
25 Code section 200.

26 75. Labor Code section 1198 makes it unlawful to employ a person under conditions that
27 violate the applicable Wage Order.

28 76. Section 11 of the applicable Wage Order states:

1 “No employer shall employ any person for a work period of more than five (5) hours
2 without a meal period of not less than 30 minutes, except that when a work period of
3 not more than six (6) hours will complete the day’s work the meal period may be
4 waived by mutual consent of the employer and employee. Unless the employee is
5 relieved of all duty during a 30 minute meal period, the meal period shall be considered
6 an ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal period shall
7 be permitted only when the nature of the work prevents an employee from being
8 relieved of all duty and when by written agreement between the parties an on-the-job
9 paid meal period is agreed to. The written agreement shall state that the employee
10 may, in writing, revoke the agreement at any time.”

11 77. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
12 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
13 members were not subject to valid on-duty meal period agreements with Defendants.

14 78. Plaintiff alleges that, at all relevant times during the applicable limitations period,
15 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
16 **Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5)
17 hour work period, as required by Labor Code section 512 and the applicable Wage Order.

18 79. Plaintiff alleges that, at all relevant times during the applicable limitations period,
19 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
20 **Class** members when they worked five (5) hours without clocking out for any meal period.

21 80. Plaintiff alleges that, at all relevant times during the applicable limitations period,
22 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
23 **Sub-Class** with a second meal period when they worked shifts of ten or more hours and failed to pay
24 them premium wages as required by Labor Code 512 and the applicable Wage Order.

25 81. Moreover, Defendants’ written policies do not provide that employees must take their
26 first meal period before the end of the fifth hour of work, that they are entitled to a second meal period
27 if they work a shift of over ten hours, or that the second meal period must commence before the end
28 of the tenth hour of work, unless waived.

82. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
Class members additional premium wages, and/or were not paid premium wages at the employees’
regular rates of pay when required meal periods were not provided.

83. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of himself

1 and the **Meal Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon,
2 and costs of suit.

3 84. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
4 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and the
5 **Meal Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

6 **SECOND CAUSE OF ACTION**

7 **FAILURE TO PROVIDE REST PERIODS**

8 **(Lab. Code §§ 204, 223, 226.7 and 1198)**

9 **(Plaintiff and Rest Period Sub-Class)**

10 85. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
11 herein.

12 86. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been
13 non-exempt employees of Defendants entitled to the full rest period protections of both the Labor
14 Code and the applicable Wage Order.

15 87. Section 12 of the applicable Wage Order imposes an affirmative obligation on
16 employers to permit and authorize employees to take required rest periods at a rate of no less than ten
17 minutes of net rest time for each four hour work period, or major fraction thereof, that must be in the
18 middle of each work period insofar as practicable.

19 88. Labor Code section 226.7 and Section 12 of the applicable Wage Order both prohibit
20 employers from requiring employees to work during required rest periods and require employers to
21 pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on each
22 workday that the employee is not provided with the required rest period(s).

23 89. Compensation for missed rest periods constitutes wages within the meaning of Labor
24 Code section 200.

25 90. Labor Code section 1198 makes it unlawful to employ a person under conditions that
26 violate the Wage Order.

27 91. Plaintiff alleges that, at all relevant times during the applicable limitations period,
28 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**

1 with net rest period of at least ten minutes for each four hour work period, or major fraction thereof,
2 as required by the applicable Wage Order.

3 92. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-Class**
4 members additional premium wages when required rest periods were not provided.

5 93. Specifically, Defendants written policies do not provide that employees may take a
6 rest period for each four hours worked, or major fraction thereof, and that rest periods should be taken
7 in the middle of each work period insofar as practicable.

8 94. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of himself
9 and **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and
10 costs of suit.

11 95. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
12 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Rest**
13 **Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

14 **THIRD CAUSE OF ACTION**

15 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

16 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

17 **(Plaintiff and Hourly Employee Class)**

18 96. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
19 herein.

20 97. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have been
21 non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
22 applicable Wage Order.

23 98. Section 2 of the applicable Wage Order defines "hours worked" as "the time during
24 which an employee is subject to the control of the employer, and includes all the time the employee
25 is suffered or permitted to work, whether or not required to do so."

26 99. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
27 employees at least the minimum wage set forth therein for all hours worked, which consist of all hours
28 that an employer has actual or constructive knowledge that employees are working.

1 100. Labor Code section 1194 invalidates any agreement between an employer and an
2 employee to work for less than the minimum or overtime wage required under the applicable Wage
3 Order.

4 101. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated
5 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition
6 to the underlying unpaid minimum wages and interest thereon.

7 102. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
8 than the minimum wage required under the applicable Wage Order for all hours worked during a
9 payroll period.

10 103. Labor Code section 1197.1 provides that it is unlawful for any employer or any other
11 person acting either individually or as an officer, agent or employee of another person, to pay an
12 employee, or cause an employee to be paid, less than the applicable minimum wage.

13 104. Labor Code section 1198 makes it unlawful for employers to employ employees under
14 conditions that violate the applicable Wage Order.

15 105. Labor Code section 204 requires employers to pay non-exempt employees their earned
16 wages for the normal work period at least twice during each calendar month on days the employer
17 designates in advance and to pay non-exempt employees their earned wages for labor performed in
18 excess of the normal work period by no later than the next regular payday.

19 106. Labor Code section 223 makes it unlawful for employers to pay their employees lower
20 wages than required by contract or statute while purporting to pay them legal wages.

21 107. Labor Code section 510 and Section 3 of the applicable Wage Order require employees
22 to pay non-exempt employees overtime wages of no less than one and one-half times their respective
23 regular rates of pay for all hours worked in excess of eight hours in one workday, all hours worked in
24 excess of forty hours in one workweek, and/or for the first eight hours worked on the seventh
25 consecutive day of one workweek.

26 108. Labor Code section 510 and Section 3 of the applicable Wage Order also require
27 employers to pay non-exempt employees overtime wages of no less than two times their respective
28 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours

1 worked in excess of eight hours on a seventh consecutive workday during the workweek.

2 109. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
3 centrally devised policies and practices to him and **Hourly Employee Class** members with respect to
4 working conditions and compensation arrangements.

5 110. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
6 **Employee Class** members for all time worked, including but not limited to, overtime hours at
7 statutory and/or agreed rates.

8 111. Section 9 of the applicable Wage Order states:

9 "When uniforms are required by the employer to be worn by the employee as a
10 condition of employment, such uniforms shall be provided and maintained by the
11 employer. The term 'uniform' includes wearing apparel and accessories of distinctive
12 design or color."

13 112. If the employer does not choose to maintain employees' uniforms itself where it is
14 required to do so, the Division of Labor Standards Enforcement ("DLSE") takes the position that the
15 employer may pay each affected employee a weekly maintenance allowance of an hour's pay at the
16 state minimum wage rate in lieu of maintaining the uniforms, assuming that an hour is a realistic
17 estimate of the time involved in maintaining the uniform.

18 113. At all relevant times during the applicable limitations period, and in violation of the
19 above-referenced sections of the Labor Code and the applicable Wage Order, Defendants failed to
20 compensate Plaintiff with minimum and/or overtime wages for all hours he worked as a result of its
21 failure to maintain employee uniforms and/or pay him a weekly maintenance allowance.

22 114. Plaintiff is informed and believes that, at all relevant times, and in violation of the
23 above-referenced sections of the Labor Code and the applicable Wage Order, Defendants failed to
24 compensate **Hourly Employee Class** members with minimum and/or overtime wages for all hours
25 they worked as a result of its failures to maintain employee uniforms and/or pay them a weekly
26 maintenance allowance.

27 115. During the relevant time period, Defendants failed to pay Plaintiff and **Hourly**
28 **Employee Class** members all earned wages every pay period at the correct rates, including overtime
rates, because Defendants directed, permitted or otherwise encouraged Plaintiff and **Hourly**

1 **Employee Class** members to perform off-the-clock work.

2 116. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**
3 members have suffered damages in an amount, subject to proof, to the extent they were not paid the
4 full amount of wages earned during each pay period during the applicable limitations period,
5 including overtime wages.

6 117. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
7 behalf of himself and **Hourly Employee Class** members, seeks to recover unpaid straight time and
8 overtime wages, interest thereon and costs of suit.

9 118. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
10 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and
11 **Hourly Employee Class** members, seeks to recover reasonable attorneys' fees.

12 **FOURTH CAUSE OF ACTION**

13 **FAILURE TO PAY VACATION WAGES**

14 **(Lab. Code § 227.3)**

15 **(Plaintiff and Vacation Pay Class)**

16 119. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
17 herein.

18 120. California Labor Code section 227.3 provides:

19 Unless otherwise provided by a collective-bargaining agreement,
20 whenever a contract of employment or employer policy provides for
21 paid vacations, and an employee is terminated without having taken off
22 his vested vacation time, all vested vacation shall be paid to him as
23 wages at his final rate in accordance with such contract of employment
24 or employer policy respecting eligibility or time served; provided,
however, that an employment contract or employer policy shall not
provide for forfeiture of vested vacation time upon termination. The
Labor Commissioner or a designated representative, in the resolution
of any dispute with regard to vested vacation time, shall apply the
principles of equity and fairness.

25 121. At all relevant times during the applicable limitations period, Plaintiff and members
26 of the **Vacation Pay Class** accrued vacation time during their employment with Defendants.

27 122. As a result of their reimbursement policies and practices, Plaintiff is informed and
28 believes and thereon alleges that Defendants failed to reimburse him and **Vacation Pay Class**

1 members for all accrued vacation wages.

2 123. By reason of the above, Plaintiffs and the members of the **Vacation Pay Class** are
3 entitled to restitution for all unpaid amounts due and owing to within four years (4) of the date of the
4 filing of the Complaint until the date of entry of judgment.

5 124. Plaintiff, on behalf of himself and the members of the **Vacation Pay Class**, seeks
6 interest thereon pursuant to California Labor Code section 218.6, costs pursuant to California Labor
7 Code section 218.6, and reasonable attorneys' fees pursuant to California Code of Civil Procedure
8 section 1021.5.

9 **FIFTH CAUSE OF ACTION**

10 **FAILURE TO INDEMNIFY**

11 **(Lab. Code § 2802)**

12 **(Plaintiff and Expense Reimbursement Class)**

13 125. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
14 herein.

15 126. Labor Code section 2802(a) states:

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

19 127. At all relevant times during the applicable limitations period, Plaintiff and the **Expense**
20 **Reimbursement Class** members incurred necessary business-related expenses and costs, including
21 but not limited to, personal cell phone bills, including call minutes and messaging rates, and the
22 purchase price of work uniforms and attire.

23 128. Plaintiff is informed and believes, and thereupon alleges that Defendants failed to
24 indemnify Plaintiff and **Expense Reimbursement Class** members for all necessary expenses
25 incurred in the discharge of their duties.

26 129. Plaintiff is informed and believes and thereupon alleges that Defendants failed to
27 indemnify **Expense Reimbursement Class** members for all necessary business expenses incurred in
28 the discharge of their duties.

1 130. Pursuant to Labor Code section 452, an employer is authorized to prescribe the weight,
2 color, quality, texture, style, form and make of uniforms required to be worn by their employees.

3 131. Section 9 of the applicable Wage Order states:

4 “When uniforms are required by the employer to be worn by the employee as a
5 condition of employment, such uniforms shall be provided and maintained by the
6 employer. The term ‘uniform’ includes wearing apparel and accessories of distinctive
7 design or color.”

8 132. At all relevant times during the applicable limitations period, Defendants required
9 Plaintiff and the **Expense Reimbursement Class** members to pay for expenses and/or losses caused
10 by Defendants’ want of ordinary care. Defendants failed to indemnify Plaintiff and **Expense**
11 **Reimbursement Class** members for all such expenditures.

12 133. At all relevant times during the applicable limitations period, Defendants required
13 Plaintiff and **Expense Reimbursement Class** members to purchase and maintain uniforms and
14 apparel unique to Defendants at their expense. Defendants failed to indemnify Plaintiff and **Expense**
15 **Reimbursement Class** members for all such expenditures.

16 134. Plaintiff is informed and believes that, during the applicable limitations period,
17 Defendants maintained a policy or practice of not reimbursing Plaintiff and **Expense**
18 **Reimbursement Class** members for all necessary business expenses.

19 135. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to
20 restitution for all unpaid amounts due and owing to within four years of the date of the filing of the
21 Complaint and until the date of entry of judgment.

22 136. Plaintiff, on behalf of himself, and **Expense Reimbursement Class** members, seeks
23 interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys’ fees
24 pursuant to Code of Civil Procedure section 1021.5.

25 ///

26 ///

27 ///

28 ///

1 **SIXTH CAUSE OF ACTION**

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

3 **(Lab. Code § 226)**

4 **(Plaintiff and Wage Statement Penalties Sub-Class)**

5 137. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
6 herein.

7 138. Labor Code section 226(a) states:

8 “An employer, semimonthly or at the time of each payment of wages, shall furnish to
9 his or her employee, either as a detachable part of the check, draft, or voucher paying
10 the employee’s wages, or separately if wages are paid by personal check or cash, an
11 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
12 worked by the employee, except as provided in subdivision (j), (3) the number of
13 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
14 rate basis, (4) all deductions, provided that all deductions made on written orders of
15 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
16 inclusive dates of the period for which the employee is paid, (7) the name of the
17 employee and only the last four digits of his or her social security number or an
18 employee identification number other than a social security number, (8) the name and
19 address of the legal entity that is the employer and, if the employer is a farm labor
20 contractor, as defined in subdivision (b) of Section 1682, the name and address of the
21 legal entity that secured the services of the employer, and (9) all applicable hourly
22 rates in effect during the pay period and the corresponding number of hours worked at
23 each hourly rate by the employee and, beginning July 1, 2013, if the employer is a
24 temporary services employer as defined in Section 201.3, the rate of pay and the total
25 hours worked for each temporary services assignment. The deductions made from
26 payment of wages shall be recorded in ink or other indelible form, properly dated,
27 showing the month, day, and year, and a copy of the statement and the record of the
28 deductions shall be kept on file by the employer for at least three years at the place of
employment or at a central location within the State of California. For purposes of
this subdivision, ‘copy’ includes a duplicate of the itemized statement provided to an
employee or a computer-generated record that accurately shows all of the information
required by this subdivision.”

21 139. The Division of Labor Standards Enforcement (“DLSE”) has sought to harmonize the
22 “detachable part of the check” provision and the “accurate itemized statement in writing” provision
23 of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee
24 retains the right to elect to receive a written paper stub or record and that those who are provided with
25 electronic wage statements retain the ability to easily access the information and convert the electronic
26 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

27 140. Plaintiff is informed and believes that, at all relevant times during the applicable
28

1 limitations period, Defendants have failed to provide **Wage Statement Penalties Sub-Class**
2 members with written wage statements as described above.

3 141. Plaintiff is informed and believes that Defendants' failure to provide him and **Wage**
4 **Statement Penalties Sub-Class** members with accurate written wage statements were intentional in
5 that Defendants have the ability to provide them with accurate wage statements but have intentionally
6 provided them with written wage statements that Defendants have known do not comply with Labor
7 Code section 226(a).

8 142. Plaintiff and **Wage Statement Penalties Sub-Class** members have suffered injuries,
9 in that Defendants have violated their legal rights to receive accurate wage statements and have misled
10 them about their actual rates of pay and wages earned. In addition, inaccurate information on their
11 wage statements have prevented immediate challenges to Defendants' unlawful pay practices, has
12 required discovery and mathematical computations to determine the amount of wages owed, has
13 caused difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the
14 submission of inaccurate information about wages and deductions to federal and state government
15 agencies.

16 143. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of himself and **Wage**
17 **Statement Penalties Sub-Class** members, seek the greater of actual damages or \$50.00 for the initial
18 pay period in which a violation of Labor Code section 226(a) occurred, and \$100.00 for each
19 subsequent pay period in which a violation of Labor Code section 226(a) occurred, not to exceed an
20 aggregate penalty of \$4000.00 per class member, as well as awards of reasonable attorneys' fees and
21 costs.

22 SEVENTH CAUSE OF ACTION

23 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

24 **(Lab. Code §§ 201-203)**

25 **(Plaintiff and Waiting Time Penalties Sub-Class)**

26 144. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
27 herein.

28 145. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members have

1 been entitled, upon the end of their employment with Defendants, to timely payment of all wages
2 earned and unpaid before termination or resignation.

3 146. At all relevant times, pursuant to Labor Code section 201, employees who have been
4 discharged have been entitled to payment of all final wages immediately upon termination.

5 147. At all relevant times, pursuant to Labor Code section 202, employees who have
6 resigned after giving at least seventy-two (72) hours' notice of resignation have been entitled to
7 payment of all final wages at the time of resignation.

8 148. At all relevant times, pursuant to Labor Code section 202, employees who have
9 resigned after giving less than seventy-two (72) hours' notice of resignation have been entitled to
10 payment of all final wages within seventy-two (72) hours of giving notice of resignation.

11 149. During the applicable limitations period, Defendants failed to pay Plaintiff all of his
12 final wages in accordance with the Labor Code by failing to timely pay him all of his final wages.

13 150. Plaintiff is informed and believes that, at all relevant time during the applicable
14 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
15 members all of their final wages in accordance with the Labor Code.

16 151. Plaintiff is informed and believes that, at all relevant times during the applicable
17 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
18 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
19 sections 201 or 202 by failing to timely pay them all final wages.

20 152. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to
21 timely pay all final wages to him and **Waiting Time Penalties Sub-Class** members have been willful
22 in that Defendants have the ability to pay final wages in accordance with Labor Code sections 201
23 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
24 requirements.

25 153. Pursuant to Labor Code sections 203 and 218.6, Plaintiff, on behalf of himself and
26 **Waiting Time Penalties Sub-Class** members, seeks waiting time penalties from the dates that their
27 final wages have first become due until paid, up to a maximum of thirty days, and interest thereon.

28 154. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine

1 and/or the common fund doctrine, Plaintiff, on behalf of himself and **Waiting Time Penalties Sub-**
2 **Class** members, seek awards of reasonable attorneys' fees and costs.

3 **EIGHTH CAUSE OF ACTION**

4 **UNFAIR COMPETITION**

5 **(Bus. & Prof. Code §§ 17200 *et seq.*)**

6 **(Plaintiff and UCL Class)**

7 155. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
8 herein.

9 156. Business and Professions Code section 17200 defines "unfair competition" to include
10 any unlawful business practice.

11 157. Business and Professions Code section 17203-17204 allow a person who has lost
12 money or property as a result of unfair competition to bring a class action in accordance with Code
13 of Civil Procedure section 382 to recover money or property that may have been acquired from
14 similarly situated persons by means of unfair competition.

15 158. California law requires employers to pay hourly, non-exempt employees for all hours
16 they are permitted or suffered to work, including hours that the employer knows or reasonable should
17 know that employees have worked.

18 159. Plaintiff and the **UCL Class** members re-allege and incorporate the FIRST, SECOND,
19 THIRD, FOURTH, and FIFTH causes of action herein.

20 160. Plaintiff lost money or property as a result of the aforementioned unfair competition.

21 161. Defendants have or may have acquired money by means of unfair competition.

22 162. Plaintiff is informed and believes and thereupon alleges that by committing the Labor
23 Code violations described in this Complaint, Defendants violated Labor Code sections 215, 216, 225,
24 226.6, 354, 408, 553, 1175, 1199 and 2802, which make it a misdemeanor to commit the Labor Code
25 violations alleged herein.

26 163. Defendants have committed criminal conduct through their policies and practices of,
27 *inter alia*, failing to comport with their affirmative obligations as an employer to provide non-exempt
28 employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period

1 of five or more hours, provide non-exempt employees with uninterrupted, duty-free rest periods of at
2 least ten minutes for each work period of four or more hours, by failing to pay non-exempt employees
3 for all hours worked, and by failing to reimburse them for all expenses.

4 164. At all relevant times, Plaintiff and **UCL Class** members have been non-exempt
5 employees and entitled to the full protections of both the Labor Code and the applicable Wage Order.

6 165. Defendants' unlawful conduct as alleged in this Complaint amounts to and constitutes
7 unfair competition within the meaning of Business and Professions Code section 17200 *et seq.*
8 Business and Professions Code sections 17200 *et seq.* protects against unfair competition and allows
9 a person who has suffered an injury-in-fact and has lost money or property as a result of an unfair,
10 unlawful or fraudulent business practice to seek restitution on his own behalf and on behalf of
11 similarly situated persons in a class action proceeding.

12 166. As a result of Defendants' violations of the Labor Code during the applicable
13 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
14 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants' conduct.

15 167. Plaintiff is informed and believes that other similarly situated persons have been
16 subject to the same unlawful policies or practices of Defendants.

17 168. Due to the unfair and unlawful business practices in violation of the Labor Code,
18 Defendants have gained a competitive advantage over other comparable companies doing business in
19 the State of California that comply with their legal obligations.

20 169. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
21 for "any unlawful, unfair or fraudulent business act or practice," including if a practice or act violates
22 or is considered unlawful under any other state or federal law.

23 170. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiff
24 requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
25 Defendants, and each of them, and their agents and employees, from further violations of the Labor
26 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seek an
27 order permanently enjoining Defendants, and each of them, and their respective agents and
28 employees, from further violations of the Labor Code and applicable Industrial Welfare Commission

1 Wage Orders.

2 171. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
3 himself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully
4 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
5 and unfair business practices.

6 172. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
7 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
8 reasonable attorneys' fees in connection with their unfair competition claims.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, prays for
11 relief and judgment against Defendants as follows:

- 12 A. An order that the action be certified as a class action;
- 13 B. An order that Plaintiff be appointed class representative;
- 14 C. An order that counsel for Plaintiff be appointed class counsel;
- 15 D. Unpaid wages;
- 16 E. Actual damages;
- 17 F. Liquidated Damages;
- 18 G. Restitution;
- 19 H. Declaratory relief;
- 20 I. Pre-judgment interest;
- 21 J. Statutory penalties;
- 22 K. Costs of suit;
- 23 L. Reasonable attorneys' fees; and
- 24 M. Such other relief as the Court deems just and proper.

25 ///

26 ///

27 ///

28 ///

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff, on behalf of himself, all others similarly situated, and the general public, hereby
3 demands a jury trial on all issues so triable.

4
5 Dated: November 6, 2020

SETAREH LAW GROUP

6
7 

8 SHAUN SETAREH
9 DAVID KELEDJIAN
Attorneys for Plaintiff
10 LEONARDO ALDAPE
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28