

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

IMMANUEL BAPTIST CHURCH OF SAN BERNARDINO AND
HIGHLAND, CALIFORNIA, a California non-profit corporation;
(SEE ATTACHED)

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

ANGEL CHAPPARO, an individual, on behalf of herself, and on behalf
of all persons similarly situated,

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

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO CIVIL DIVISION

JAN 22 2021

BY Andrea Placencia
ANDREA PLACENCIA, DEPUTY

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):

San Bernardino Superior Court - Civil Division
247 West Third Street
San Bernardino, CA 92415

CASE NUMBER
(Número de Caso) **CIV SB 2101240**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Jean-Claude Lapuyade, Esq. SBN: 248676 Tel: (619) 599-8292 Fax: (619) 599-8291
JCL Law Firm, APC - 3990 Old Town Avenue, Suite C204, San Diego, CA 92110

DATE:

(Fecha)

JAN 22 2021

Clerk, by

(Secretario)

Andrea Placencia

, Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

COPY

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☐ other (specify):

4. ☐ by personal delivery on (date):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

VIA FAX

JCL LAW FIRM, APC

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Attorneys for Plaintiff

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO CIVIL DIVISION

JAN 22 2021

BY 
ANDREA PLACENCIA, DEPUTY

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN BERNARDINO

CIV SB 2101240

ANGEL CHAPPARO, an individual, on behalf
of herself, and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

IMMANUEL BAPTIST CHURCH OF SAN
BERNARDINO AND HIGHLAND,
CALIFORNIA, a California non-profit
corporation; IMMANUEL BAPTIST
CHURCH, a California non-profit corporation,
and DOES 1 through 50, Inclusive;

Defendants.

Case No. _____

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN
VIOLATION OF CAL. BUS. & PROF.
CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY OVERTIME
WAGES IN VIOLATION OF CAL.
LAB. CODE §§ 510, *et seq.*
3. FAILURE TO PAY MINIMUM WAGES
IN VIOLATION OF CAL. LAB. CODE
§§ 1194, 1197 & 1197.1;
4. FAILURE TO PROVIDE REQUIRED
MEAL PERIODS IN VIOLATION OF
CAL. LAB. CODE §§ 226.7 & 512 AND
THE APPLICABLE IWC WAGE
ORDER;
5. FAILURE TO PROVIDE REQUIRED
REST PERIODS IN VIOLATION OF
CAL. LAB. CODE §§ 226.7 & 512 AND
THE APPLICABLE IWC WAGE
ORDER;
6. FAILURE TO REIMBURSE PLAINTIFF
FOR REQUIRED EXPENSES IN
VIOLATION OF CAL. LAB. CODE §
2802;
7. FAILURE TO PROVIDE ACCURATE
ITEMIZED STATEMENTS IN
VIOLATION OF CAL. LAB. CODE §
226;
8. FAILURE TO PAY WAGES WHEN
DUE IN VIOLATION OF CAL. LABOR
CODE §§ 201, 202 AND 203; and
9. VIOLATION OF THE PRIVATE
ATTORNEYS GENERAL ACT [LABOR
CODE §§ 2698 *et seq.*

DEMAND FOR JURY TRIAL

VIA FAX

ZAKAY LAW GROUP, APLC

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Attorneys for Plaintiff



1 Plaintiff ANGEL CHAPPARO (“PLAINTIFF”) an individual, on behalf of herself and all other
2 similarly situated current and former employees alleges on information and belief, except for her own
3 acts and knowledge which are based on personal knowledge, the following:

4 **THE PARTIES**

5 1. Defendant IMMANUEL BAPTIST CHURCH OF SAN BERNARDINO AND
6 HIGHLAND, CALIFORNIA is a California non-profit corporation that at all relevant times mentioned
7 herein conducted and continues to conduct substantial business in the state of California, county of San
8 Bernardino, City of Highland, owns, operates and/or manages churches and pre-schools in California.

9 2. Defendant IMMANUEL BAPTIST CHURCH is a California non-profit corporation that
10 at all relevant times mentioned herein conducted and continues to conduct substantial business in the
11 state of California, county of San Bernardino, City of Highland, owns, operates and/or manages
12 churches and pre-schools in California.

13 3. Defendant IMMANUEL BAPTIST CHURCH OF SAN BERNARDINO AND
14 HIGHLAND, CALIFORNIA and Defendant IMMANUEL BAPTIST CHURCH were the joint
15 employers of PLAINTIFF as evidenced by the contracts signed and by the company the PLAINTIFF
16 performed work for respectively, and are therefore jointly responsible as employers for the conduct
17 alleged herein and collectively referred to herein as “DEFENDANTS”.

18 4. The true names and capacities, whether individual, corporate, subsidiary, partnership,
19 associate or otherwise of defendants DOES 1 through 50, inclusive, are presently unknown to
20 PLAINTIFF who therefore sues these defendants by such fictitious names pursuant to Cal. Civ. Proc.
21 Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true names and
22 capacities of Does 1 through 50, inclusive, when they are ascertained. PLAINTIFF is informed and
23 believes, and based upon that information and belief allege, that the Defendants named in this
24 Complaint, including DOES 1 through 50, inclusive (hereinafter collectively “DEFENDANTS”), are
25 responsible in some manner for one or more of the events and happenings that proximately caused the
26 injuries and damages hereinafter alleged.

27 5. The agents, servants and/or employees of the DEFENDANTS and each of them acting on
28 behalf of the DEFENDANT acted within the course and scope of his, her or its authority as the agent,

1 servant and/or employee of the DEFENDANT, and personally participated in the conduct alleged
2 herein on behalf of the DEFENDANT with respect to the conduct alleged herein. Consequently, the
3 acts of each of the DEFENDANTS are legally attributable to the other and all DEFENDANTS are
4 jointly and severally liable to PLAINTIFF and those similarly situated, for the loss sustained as a
5 proximate result of the conduct of the DEFENDANTS' agents, servants and/or employees.

6 6. DEFENDANTS were PLAINTIFF's employers or persons acting on behalf of
7 PLAINTIFF's employer, within the meaning of California Labor Code § 558, who violated or caused
8 to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating
9 hours and days of work in any order of the Industrial Welfare Commission and, as such, are subject to
10 civil penalties for each underpaid employee, as set forth in Labor Code § 558, at all relevant times.

11 7. DEFENDANTS were PLAINTIFF's employers or persons acting on behalf of
12 PLAINTIFF's employer either individually or as an officer, agent, or employee of another person,
13 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any employee
14 a wage less than the minimum fixed by California state law, and as such, are subject to civil penalties
15 for each underpaid employee.

16 8. PLAINTIFF was been employed by DEFENDANTS as a non-exempt employee, paid on
17 an hourly basis and entitled to overtime pay and legally compliant meal and rest periods from 2002 to
18 May 2020.

19 9. PLAINTIFF brings this Class Action on behalf of herself and on behalf of all of
20 DEFENDANT IMMANUEL BAPTIST CHURCH OF SAN BERNARDINO AND HIGHLAND,
21 CALIFORNIA's and/or Defendant IMMANUEL BAPTIST CHURCH's current and former non-
22 exempt California employees (the "CALIFORNIA CLASS") at any time during the period beginning
23 four (4) years prior to the filing of the Complaint and ending on the date as determined by the Court
24 (the "CLASS PERIOD"). The amount in controversy for the aggregate claim of CALIFORNIA
25 CLASS members is under five million dollars (\$5,000,000.00).

26 10. PLAINTIFF evokes the tolling permitted pursuant to the California State Judicial Counsel
27 amended Rule of Court, Emergency Rule Number 9, which tolled the statute of limitation and statutes
28 of repose from April 6, 2020 to either (a) August 3, 2020 for statutes of limitation and repose for civil

causes of action that are 180 days or less, or (b) October 1, 2020 for statutes of limitation and repose for civil causes of action that exceed 180 days.

11. PLAINTIFF brings this Class Action on behalf of herself and on behalf of the CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during the CLASS PERIOD caused by DEFENDANTS' uniform policy and practice which (1) failed to provide PLAINTIFF and the CALIFORNIA CLASS with legally complaint meal and rest periods or an additional hour of pay at the regular rate of compensation in *lieu* thereof in violation of California Labor Code Sections 226.7(c), 512(a) and the applicable Industrial Welfare Commission Wage Order, (2) failed to pay PLAINTIFF and the CALIFORNIA CLASS for all hours worked in violation of, *inter alia*, California Labor Code Sections 510, 1194, 1197, and 1197.1, (3) failed to reimburse PLAINTIFF and the CALIFORNIA CLASS for business related expenses, and (4) failed to provide accurate itemized wage statements in violation of California Labor Code Sections 226 and 226.3.

12. DEFENDANTS' uniform policies and practices alleged herein were unlawful, unfair and deceptive business practices whereby DEFENDANTS retained and continues to retain wages due PLAINTIFF and the other members of the CALIFORNIA CLASS.

13. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and the other members of the CALIFORNIA CLASS who have been economically injured by DEFENDANTS's past and current unlawful conduct, and all other appropriate legal and equitable relief.

JURISDICTION AND VENUE

14. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of DEFENDANTS pursuant to Cal. Code of Civ. Proc. § 382.

15. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS, resides in this County, and DEFENDANTS (i) currently maintains and at all relevant times maintained offices and facilities

in this County and/or conducts substantial business in this County, and (ii) committed the wrongful conduct herein alleged in this County against members of the CALIFORNIA CLASS.

THE CONDUCT

16. In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company policy, practice and procedure, intentionally, knowingly and systematically failed to provide legally complaint meal and rest period, failed to accurately compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest periods, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked, and failed to issue to PLAINTIFF and the members of the CALIFORNIA CLASS with accurate itemized wage statements showing, among other things, the total number of hours worked, the name of the legal entity that is the employer, and the address of the legal entity that is the employer. DEFENDANTS' uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows DEFENDANTS to illegally profit and gain an unfair advantage over competitors who comply with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

A. Meal Period Violations

17. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were required to pay PLAINTIFF and CALIFORNIA CLASS members for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time-to-time during the CLASS PERIOD, DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS members to work without paying them for all the time they were under DEFENDANTS' control. Specifically, as a result of PLAINTIFF's demanding work requirements and DEFENDANTS' under staffing, DEFENDANTS required PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by work assignments while clocked out for what should have been PLAINTIFF's off-duty meal break. Indeed, there were many days where PLAINTIFF did not even receive a partial lunch. Further, DEFENDANTS failed to relieved

1 PLAINTIFF and the CALIFORNIA CLASS members of all duties during their meal period by
2 instituting a policy that required PLAINTIFF and the CLIFORNIA CLASS MEMBERS on
3 DEFENDANTS' premises during meal periods. As a result, the PLAINTIFF and other CALIFORNIA
4 CLASS members forfeited minimum wage and overtime wages by regularly working without their time
5 being accurately recorded and without compensation at the applicable minimum wage and overtime
6 rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA
7 CLASS members for all time worked is evidenced by DEFENDANTS' business records.

8 18. From time-to-time during the CLASS PERIOD, as a result of their rigorous work
9 schedules and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other CALIFORNIA
10 CLASS members were from time to time unable to take thirty (30) minute off duty meal breaks and
11 were not fully relieved of duty for their meal periods. PLAINTIFF and other CALIFORNIA CLASS
12 members were required from time to time to perform work as ordered by DEFENDANTS for more
13 than five (5) hours during some shifts without receiving a meal break. Further, DEFENDANTS from
14 time to time failed to provide PLAINTIFF and CALIFORNIA CLASS members with a second off-
15 duty meal period for some workdays in which these employees were required by DEFENDANTS to
16 work ten (10) hours of work from time to time. The nature of the work performed by the PLAINTIFF
17 and the members of the CALIFORNIA CLASS does not qualify for limited and narrowly construed
18 "on-duty" meal period exception. PLAINTIFF and other members of the CALIFORNIA CLASS
19 therefore forfeited meal breaks without additional compensation and in accordance with
20 DEFENDANTS' strict corporate policy and practice. DEFENDANTS failed to maintain adequate
21 staffing levels while increasing the production levels for each employee at the busy airports they
22 provided services for.

23 **B. Rest Period Violations**

24 19. From time-to-time during the CLASS PERIOD, PLAINTIFF and other CALIFORNIA
25 CLASS members were also required from time to time to work in excess of four (4) hours without
26 being provided ten (10) minute rest periods as a result of their rigorous work schedule, DEFENDANTS'
27 inadequate staffing and DEFENDANTS' policy that required PLAINTIFF and the CLIFORNIA
28 CLASS MEMBERS to remain on DEFENDANTS' premises and on-duty during their rest periods.

1 Further, for the same reasons these employees were denied their first rest periods of at least ten (10)
2 minutes for some shifts worked of at least two (2) to four (4) hours from time to time, a first and second
3 rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours
4 from time to time, and a first, second and third rest period of at least ten (10) minutes for some shifts
5 worked of ten (10) hours or more from time to time. PLAINTIFF and other CALIFORNIA CLASS
6 members were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work
7 schedules and DEFENDANTS' inadequate staffing, PLAINTIFF and other CALIFORNIA CLASS
8 members were from time to time denied their proper rest periods by DEFENDANTS and
9 DEFENDANTS' managers.

10 **C. Unreimbursed Business Expenses**

11 20. DEFENDANTS as a matter of corporate policy, practice and procedure, intentionally,
12 knowingly and systematically failed to reimburse and indemnify PLAINTIFF and the members of the
13 CALIFORNIA CLASS or required business expenses they incurred in direct consequence of
14 discharging their duties on behalf of DEFENDANTS. Under California Labor Code Section 2802,
15 employers are required to indemnify employees for all expenses incurred in the course and scope of
16 their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her
17 employee for all necessary expenditures or losses incurred by the employee in direct consequence of
18 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even
19 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
20 unlawful."

21 21. From time-to-time during the CLASS PERIOD, PLAINTIFF and the members of the
22 CALIFORNIA CLASS were required by DEFENDANTS to use their own personal cellular phones as
23 a result of and in furtherance of their job duties as employees for DEFENDANTS. But for the use of
24 their personal cell phones, PLAINTIFF and the members of the CALIFORNIA CLASS could not
25 complete their essential job duties. Notwithstanding, DEFENDANTS did not reimburse or indemnify
26 PLAINTIFF or the members of the CALIFORNIA CLASS for the cost associated with the use of their
27 personal cellular phones and personal vehicles for DEFENDANTS' benefit. As a result, in the course
28 of their employment with DEFENDANTS, PLAINTIFF and the members of the CALIFORNIA

CLASS incurred unreimbursed business expenses which included, but were not limited to, costs related to the use of their personal cellular phones, gas and associated vehicle expenses, all on behalf of and for the benefit of DEFENDANTS.

D. Wage Statement Violations

22. California Labor Code Section 226 requires an employer to furnish its employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of the employee's social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

23. From time to time during the CLASS PERIOD, when PLAINTIFF and other CALIFORNIA CLASS members worked off-the-clock, DEFENDANTS failed to provide PLAINTIFF and the CALIFORNIA CLASS members with accurate wage statements that accurately listed the total number of hours worked. DEFENDANTS also failed to provide PLAINTIFF and the other members of the CALIFORNIA CLASS with complete and accurate wage statements which failed to show, among other things, all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate, and the name and/or address of the legal entity that is the employer.

24. As a result, DEFENDANTS issued PLAINTIFF and the other members of the CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further, DEFENDANTS' violations are knowing and intentional, were not isolated or due to an unintentional payroll error due to clerical or inadvertent mistake.

E. Rounding

25. During the CLASS PERIOD, DEFENDANTS did not have in place an immutable timekeeping system to accurately record and pay PLAINTIFFS and other CALIFORNIA CLASS Members for the actual time these employees worked each day, including overtime hours. Despite

1 monitoring the exact time worked by PLAINTIFF and the CALIFORNIA CLASS, DEFENDANTS
2 implemented a rounding policy. As a result DEFENDANTS were able to and did in fact unlawfully,
3 and unilaterally alter the time recorded in DEFENDANTS' timekeeping system for PLAINTIFFS and
4 the members of the CALIFORNIA CLASS in order to avoid paying these employees the applicable
5 overtime compensation for overtime worked and to avoid paying these employees for missed meal
6 breaks. As a result, PLAINTIFF and other CALIFORNIA CLASS Members, from time to time,
7 forfeited time worked by working without their time being accurately recorded and without
8 compensation at the applicable overtime rates.

9 26. The mutability of the timekeeping system also allowed DEFENDANTS to alter employee
10 time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS' timekeeping
11 system so as to create the appearance that PLAINTIFF and other CALIFORNIA CLASS Members
12 clocked out for a thirty (30) minute meal break when in fact the employees were not at all times
13 provided an off-duty meal break.

14 **CLASS ACTION ALLEGATIONS**

15 27. PLAINTIFF brings the First through Eighth Causes of Action as a class action pursuant
16 to California Code of Civil Procedure § 382 on behalf of all current and former non-exempt California
17 employees who worked for DEFENDANT IMMANUEL BAPTIST CHURCH OF SAN
18 BERNARDINO AND HIGHLAND, CALIFORNIA's and/or Defendant IMMANUEL BAPTIST
19 CHURCH ("CALIFORNIA CLASS") at any time during the period beginning four (4) years prior to
20 the filing of the Complaint and ending on the date as determined by the Court ("CLASS PERIOD").

21 28. PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been
22 deprived of wages and penalties from unpaid wages earned and due, including but not limited to unpaid
23 minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums, illegal meal
24 and rest period policies, failure to provide accurate itemized wage statements, failure to maintain
25 required records, and interest, statutory and civil penalties, attorney's fees, costs, and expenses.

26 29. The members of the class are so numerous that joinder of all class members is impractical.

27 30. Common questions of law and fact regarding DEFENDANTS' conduct, including but not
28 limited to, the off-the-clock work, unpaid meal and rest period premiums, failing to provide legally

compliant meal and rest periods, failure to reimburse for business expenses, failure to provide accurate itemized wage statements accurate, and failure ensure they are paid at least minimum wage and overtime, exist as to all members of the class and predominate over any questions affecting solely any individual members of the class. Among the questions of law and fact common to the class are:

- a. Whether DEFENDANTS maintained legally compliant meal period policies and practices;
- b. Whether DEFENDANTS maintained legally compliant rest period policies and practices;
- c. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS members overtime wages.
- d. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS members at least minimum wage for all hours worked.
- e. Whether DEFENDANTS issued legally compliant wage statements;
- f. Whether DEFENDANTS reimbursed PLAINTIFF and the CALIFORNIA CLASS members for business expenses.
- g. Whether DEFENDANTS committed an act of unfair competition by systematically failing to record and pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked;
- h. Whether DEFENDANTS committed an act of unfair competition by systematically failing to record all meal and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS members, even though DEFENDANTS enjoyed the benefit of this work, required employees to perform this work and permits or suffers to permit this work;
- i. Whether DEFENDANTS committed an act of unfair competition in violation of the UCL, by failing to provide the PLAINTIFF and the other members of the CALIFORNIA CLASS with the legally required meal and rest periods; and,

31. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a result of DEFENDANTS' conduct and actions alleged herein.

32. PLAINTIFF's claims are typical of the claims of the class, and PLAINTIFF has the same interests as the other members of the class.

33. PLAINTIFF will fairly and adequately represent and protect the interests of the CALIFORNIA CLASS members.

34. PLAINTIFF retained able class counsel with extensive experience in class action litigation.

35. Further, PLAINTIFF's interests are coincident with, and not antagonistic to, the interests of the other CALIFORNIA CLASS members.

36. There is a strong community of interest among PLAINTIFF and the members of the CALIFORNIA CLASS to, *inter alia*, ensure that the combined assets of DEFENDANTS are sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries sustained;

37. The questions of law and fact common to the CALIFORNIA CLASS members predominate over any questions affecting only individual members, including legal and factual issues relating to liability and damages.

38. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because joinder of all class members is impractical. Moreover, since the damages suffered by individual members of the class may be relatively small, the expense and burden of individual litigation makes it practically impossible for the members of the class individually to redress the wrongs done to them. Without class certification and determination of declaratory, injunctive, statutory and other legal questions within the class format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will create the risk of:

a. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA CLASS which would establish incompatible standards of conduct for the parties opposing the CALIFORNIA CLASS; and/or,

b. Adjudication with respect to individual members of the CALIFORNIA CLASS which would as a practical matter be dispositive of the interests of the other members not

party to the adjudication or substantially impair or impeded their ability to protect their interests.

39. Class treatment provides manageable judicial treatment calculated to bring an efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANTS.

FIRST CAUSE OF ACTION

For Unlawful Business Practices

[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]

(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)

40. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

41. DEFENDANTS are “person[s]” as that term is defined under Cal. Bus. and Prof. Code § 17021.

42. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition as follows:

Any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction. The court may make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition, as defined in this chapter, or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition.

Cal. Bus. & Prof. Code § 17203.

43. By reason of this uniform conduct applicable to PLAINTIFF and all CALIFORNIA CLASS members, during the CLASS PERIOD, DEFENDANTS commit acts of unfair competition in violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the

“UCL”), by engaging and continuing to engage in business practices which violates California law, including but not limited to, the applicable Industrial Wage Order(s), the California Code of Regulations and the California Labor Code including Sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1194, 1197, 1197.1, 1198 & 2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

44. By the conduct alleged herein, DEFENDANTS’ practices were unlawful and unfair in that these practices violated public policy, were immoral, unethical, oppressive, unscrupulous or substantially injurious to employees, and were without valid justification or utility for which this Court should issue equitable and injunctive relief pursuant to Section 17203 of the California Business & Professions Code, including restitution of wages wrongfully withheld.

45. By the conduct alleged herein, DEFENDANTS’ practices were deceptive and fraudulent in that DEFENDANTS’ uniform policy and practice failed to, *inter alia*, provide the legally mandated meal and rest periods, the required accurate amount of compensation for missed meal and rest periods, overtime and minimum wages owed, provide accurate itemized wage statements, due to a systematic business practice that cannot be justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages wrongfully withheld.

46. By the conduct alleged herein, DEFENDANTS’ practices were also unlawful, unfair and deceptive in that DEFENDANTS’ employment practices caused PLAINTIFF and the other members of the CALIFORNIA CLASS to be underpaid during their employment with DEFENDANTS.

47. By the conduct alleged herein, DEFENDANTS’ practices were also unlawful, unfair and deceptive in that DEFENDANTS’ uniform policies, practices and procedures failed to, *inter alia*, provide the legally mandated meal and rest periods, the required accurate amount of compensation for missed meal and rest periods, overtime and minimum wages owed, provide accurate itemized wage statements, to PLAINTIFF and the other members of the CALIFORNIA CLASS as required by Cal. Labor Code.

1 48. Therefore, PLAINTIFF demands on behalf of himself and on behalf of each
2 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal period
3 was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for each workday in
4 which a second off-duty meal period was not timely provided for each ten (10) hours of work.

5 49. PLAINTIFF further demands on behalf of himself and on behalf of each CALIFORNIA
6 CLASS member, one (1) hour of pay for each workday in which an off duty paid rest period was not
7 timely provided as required by law.

8 50. PLAINTIFF further demands on all wages due to PLAINTIFF and the members of the
9 CALIFORNIA CLASS as a result of working while off the clock on meal periods, inaccurately
10 calculated overtime and missed meal and rest periods premiums.

11 51. By and through the unlawful and unfair business practices described herein,
12 DEFENDANTS has obtained valuable property, money and services from PLAINTIFF and the other
13 members of the CALIFORNIA CLASS, including earned wages for all overtime worked, and has
14 deprived them of valuable rights and benefits guaranteed by law and contract, all to the detriment of
15 these employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS to unfairly
16 compete against competitors who comply with the law.

17 52. All the acts described herein as violations of, among other things, the Industrial Welfare
18 Commission Wage Orders, the California Code of Regulations, and the California Labor Code, were
19 unlawful and in violation of public policy, were immoral, unethical, oppressive and unscrupulous, were
20 deceptive, and thereby constitute unlawful, unfair and deceptive business practices in violation of Cal.
21 Bus. & Prof. Code §§ 17200, *et seq.*

22 53. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to, and do,
23 seek such relief as may be necessary to restore to them the money and property which DEFENDANTS
24 has acquired, or of which PLAINTIFF and the other members of the CALIFORNIA CLASS have been
25 deprived, by means of the above described unlawful and unfair business practices, including earned but
26 unpaid wages for all overtime worked.

27 54. PLAINTIFF and the other members of the CALIFORNIA CLASS are further entitled to,
28 and do, seek a declaration that the described business practices are unlawful, unfair and deceptive, and

that injunctive relief should be issued restraining DEFENDANTS from engaging in any unlawful and unfair business practices in the future.

55. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain, speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a result of the unlawful and unfair business practices described herein, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal and economic harm unless DEFENDANTS is restrained from continuing to engage in these unlawful and unfair business practices.

SECOND CAUSE OF ACTION

For Failure to Pay Overtime Compensation

[Cal. Lab. Code §§ 510, *et seq.*]

(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)

56. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

57. PLAINTIFF and the other members of the CALIFORNIA CLASS for the period beginning three (3) years prior to the filing of the Complaint and ending on the date as determined by the Court ("LABOR CLASS PERIOD") bring a claim for DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial Welfare Commission requirements for DEFENDANTS' failure to pay these employees for all overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

58. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked.

59. Cal. Lab. Code § 510 further provides that employees in California shall not be employed more than eight (8) hours per workday and/or more than forty (40) hours per workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

60. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including

1 overtime compensation and interest thereon, together with the costs of suit. Cal. Lab. Code § 1198
2 further states that the employment of an employee for longer hours than those fixed by the Industrial
3 Welfare Commission is unlawful.

4 61. During the LABOR CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members
5 were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time they
6 worked or were not accurately compensated for all overtime hours worked.

7 62. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
8 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing a
9 uniform policy and practice that failed to accurately record overtime worked by PLAINTIFF and other
10 CALIFORNIA CLASS members and denied accurate compensation to PLAINTIFF and the other
11 members of the CALIFORNIA CLASS for overtime worked, including, the overtime work performed
12 in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours
13 in any workweek.

14 63. In committing these violations of the California Labor Code, DEFENDANTS inaccurately
15 calculated the amount of overtime worked and the applicable overtime rates and consequently underpaid
16 the actual time worked by PLAINTIFF and other members of the CALIFORNIA CLASS.
17 DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages, and other benefits
18 in violation of the California Labor Code, the Industrial Welfare Commission requirements and other
19 applicable laws and regulations.

20 64. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
21 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive full compensation for
22 all overtime worked.

23 65. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from the
24 overtime requirements of the law. None of these exemptions are applicable to PLAINTIFF and the other
25 members of the CALIFORNIA CLASS. Further, PLAINTIFF and the other members of the
26 CALIFORNIA CLASS are not subject to a valid collective bargaining agreement that would preclude
27 the causes of action contained herein this Complaint. Rather, the PLAINTIFF brings this Action on
28 behalf of himself and the CALIFORNIA CLASS based on DEFENDANTS' violations of non-

negotiable, non-waivable rights provided by the State of California.

66. During the LABOR CLASS PERIOD, PLAINTIFF and the other members of the CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a failure to pay all earned wages.

67. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 & 1198, even though PLAINTIFF and the other members of the CALIFORNIA CLASS were required to work, and did in fact work, overtime as to which DEFENDANTS failed to accurately record and pay using the applicable overtime rate as evidenced by DEFENDANTS' business records and witnessed by employees.

68. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will continue to suffer an economic injury in amounts which are presently unknown to them and which will be ascertained according to proof at trial.

69. DEFENDANTS knew or should have known that PLAINTIFF and the other members of the CALIFORNIA CLASS were under compensated for all overtime worked. DEFENDANTS systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked.

70. In performing the acts and practices herein alleged in violation of California labor laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked and provide them with the requisite overtime compensation, DEFENDANTS acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the consequences to them, and with the despicable intent of depriving them of their property and legal rights, and otherwise causing them injury in order to increase company profits at the expense of these employees

71. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request recovery of all unpaid wages, including overtime wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor Code and/or other applicable statutes. To the extent overtime compensation is determined to be owed to the CALIFORNIA CLASS members who have terminated their employment, DEFENDANTS' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS members. DEFENDANTS' conduct as alleged herein was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are entitled to seek and recover statutory costs.

THIRD CAUSE OF ACTION

For Failure to Pay Minimum Wages

[Cal. Lab. Code §§ 1194, 1197 and 1197.1]

(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)

72. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

73. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial Welfare Commission requirements for DEFENDANTS' failure to accurately record, calculate and pay minimum and reporting time wages to PLAINTIFF and CALIFORNIA CLASS members during the LABOR CLASS PERIOD.

74. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked.

75. Cal. Lab. 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 so fixed is unlawful.

76. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including minimum wage compensation and interest thereon, together with the costs of suit.

1 77. DEFENDANTS maintain a uniform wage practice of paying PLAINTIFF and the other
2 members of the CALIFORNIA CLASS without regard to the correct amount of time they work. For
3 instance, as set forth herein, DEFENDANTS maintained a uniform policy that required PLAINTIFF to
4 work while clocked out during what was supposed to be PLAINTIFF's off-duty meal break without
5 compensation. Further, as set forth herein, DEFENDANTS' uniform policy and practice was to
6 unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the other members
7 of the CALIFORNIA CLASS.

8 78. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
9 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing a
10 uniform policy and practice that denies accurate compensation to PLAINTIFF and the other members
11 of the CALIFORNIA CLASS in regard to minimum wage pay.

12 79. In committing these violations of the California Labor Code, DEFENDANTS inaccurately
13 calculated the correct time worked and consequently underpaid the actual time worked by PLAINTIFF
14 and other members of the CALIFORNIA CLASS. DEFENDANTS acted in an illegal attempt to avoid
15 the payment of all earned wages, and other benefits in violation of the California Labor Code, the
16 Industrial Welfare Commission requirements and other applicable laws and regulations.

17 80. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
18 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct minimum
19 wage compensation for their time worked for DEFENDANTS.

20 81. During the LABOR CLASS PERIOD, PLAINTIFF and the other members of the
21 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a failure
22 to pay all earned wages.

23 82. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned compensation
24 to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true time they worked,
25 PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will continue to
26 suffer an economic injury in amounts which are presently unknown to them and which will be
27 ascertained according to proof at trial.

28 83. DEFENDANTS knew or should have known that PLAINTIFF and the other members of

1 the CALIFORNIA CLASS were under compensated for their time worked. DEFENDANTS
2 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay
3 employees for their labor as a matter of uniform company policy, practice and procedure, and
4 DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other
5 members of the CALIFORNIA CLASS the correct minimum wages for their time worked.

6 84. In performing the acts and practices herein alleged in violation of California labor laws,
7 and refusing to compensate the members of the CALIFORNIA CLASS for all time worked and provide
8 them with the requisite compensation, DEFENDANTS acted and continues to act intentionally,
9 oppressively, and maliciously toward PLAINTIFF and the other members of the CALIFORNIA CLASS
10 with a conscious and utter disregard for their legal rights, or the consequences to them, and with the
11 despicable intent of depriving them of their property and legal rights, and otherwise causing them injury
12 in order to increase company profits at the expense of these employees.

13 85. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
14 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of
15 any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor Code
16 and/or other applicable statutes. To the extent minimum wage compensation is determined to be owed
17 to the CALIFORNIA CLASS members who have terminated their employment, DEFENDANTS'
18 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled
19 to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of
20 these CALIFORNIA CLASS members. DEFENDANTS' conduct as alleged herein was willful,
21 intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS members are
22 entitled to seek and recover statutory costs.

23 **FOURTH CAUSE OF ACTION**

24 **For Failure to Provide Required Meal Periods**

25 **[Cal. Lab. Code §§ 226.7 & 512]**

26 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

27 86. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
28 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

88. DEFENDANTS further violates California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members who were not provided a meal period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of compensation for each workday that a meal period was not provided.

89. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

FIFTH CAUSE OF ACTION

For Failure to Provide Required Rest Periods

[Cal. Lab. Code §§ 226.7 & 512]

(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)

90. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

91. During the LABOR CLASS PERIOD, PLAINTIFF and other CALIFORNIA CLASS members were from time to time required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time. PLAINTIFF and other CALIFORNIA CLASS members were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS members were periodically denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

92. DEFENDANTS further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members who were not provided a rest period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of compensation for each workday that rest period was not provided.

93. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

SIXTH CAUSE OF ACTION

For Failure to Reimburse Employees for Required Expenses

[Cal. Lab. Code § 2802]

(By PLAINTIFF Against All Defendants)

94. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

95. Cal. Lab. Code § 2802 provides, in relevant part, that:

An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her 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.

96. From time-to-time during the LABOR CLASS PERIOD, DEFENDANTS violated Cal. Lab. Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the members of the CALIFORNIA CLASS for required expenses incurred in the discharge of their job duties for DEFENDANTS' benefit. DEFENDANTS failed to reimburse PLAINTIFF and the members of the CALIFORNIA CLASS for expenses which included, but were not limited to, costs related to using their personal cellular phone and personal vehicle all on behalf of and for the benefit of DEFENDANTS. Specifically, PLAINTIFF and the members of the CALIFORNIA CLASS were required by DEFENDANTS to use their personal cell phones to execute their essential job duties on behalf of DEFENDANTS. DEFENDANTS' uniform policy, practice and procedure was to not reimburse PLAINTIFF and the members of the CALIFORNIA CLASS for expenses resulting from using their personal cellular phones for DEFENDANTS within the course and scope of their employment for DEFENDANTS. These expenses were necessary to complete their principal job duties. DEFENDANTS are estopped by DEFENDANTS' conduct to assert any waiver of their expectation. Although these expenses were necessary expenses incurred by PLAINTIFF and the members of the CALIFORNIA CLASS, DEFENDANTS failed to indemnify and reimburse PLAINTIFF and the members of the CALIFORNIA CLASS for these expenses as an employer is required to do under the laws and regulations of California.

97. PLAINTIFF therefore demands reimbursement on behalf of the members of the CALIFORNIA CLASS for expenditures or losses incurred in the discharge their job duties and on behalf of DEFENDANTS, or his/her obedience to the directions of DEFENDANT, with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

SEVENTH CAUSE OF ACTION

For Failure to Provide Accurate Itemized Statements

[Cal. Lab. Code §§ 226 and 226.2]

(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)

98. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and

incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

99. Cal. Labor Code § 226 provides that an employer must furnish employees with an “accurate itemized” statement in writing showing:

1. Gross wages earned;
2. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;
3. The number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
4. All deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;
5. Net wages earned;
6. The inclusive dates of the period for which the employee is paid,
7. The name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement,
8. The name and address of the legal entity that is the employer, and
9. All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

100. During the LABOR CLASS PERIOD, DEFENDANTS also failed to provide PLAINTIFF and the other members of the CALIFORNIA CLASS with complete and accurate wage statements which failed to accurately show, among other things, (1) total number of hours worked, (2) net wages earned, (3) gross wages earned and (7) the legal name and address of PLAINTIFF and the CALIFORNIA CLASS’ employer, in violation of California Labor Code Section 226.

101. DEFENDANTS knowingly and intentionally failed to comply with Cal. Labor Code § 226, causing injury and damages to the PLAINTIFF and the other members of the CALIFORNIA

CLASS. These damages include, but are not limited to, costs expended calculating the correct rates for the overtime worked and the amount of employment taxes which were not properly paid to state and federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, and all other damages and penalties available pursuant to Labor Code § 226.2(a)(6), all in an amount according to proof at the time of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the CALIFORNIA CLASS herein.

EIGHTH CAUSE OF ACTION

FAILURE TO PAY WAGES WHEN DUE

(Cal Lab. Code §§201, 202, 203)

((By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS))

102. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

103. Cal. Lab. Code § 200 provides that:

As used in this article:(a) "Wages" includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, Commission basis, or other method of calculation. (b) "Labor" includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the labor to be paid for is performed personally by the person demanding payment.

104. Cal. Lab. Code § 201 provides, in relevant part, that "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

105. Cal. Lab. Code § 202 provides, in relevant part, that:

1 If an employee not having a written contract for a definite
2 period quits his or her employment, his or her wages shall
3 become due and payable not later than 72 hours thereafter,
4 unless the employee has given 72 hours previous notice of
5 his or her intention to quit, in which case the employee is
6 entitled to his or her wages at the time of quitting.
7 Notwithstanding any other provision of law, an employee
8 who quits without providing a 72-hour notice shall be
9 entitled to receive payment by mail if he or she so requests
10 and designates a mailing address. The date of the mailing
11 shall constitute the date of payment for purposes of the
12 requirement to provide payment within 72 hours of the
13 notice of quitting.

14 106. There was no definite term in PLAINTIFF's or any CALIFORNIA CLASS Members'
15 employment contract.

16 107. Cal. Lab. Code § 203 provides:

17 If an employer willfully fails to pay, without abatement or
18 reduction, in accordance with Sections 201, 201.5, 202, and
19 205.5, any wages of an employee who is discharged or who
20 quits, the wages of the employee shall continue as a penalty
21 from the due date thereof at the same rate until paid or until
22 an action therefor is commenced; but the wages shall not
23 continue for more than 30 days.

24 108. The employment of PLAINTIFF and many CALIFORNIA CLASS Members terminated
25 and DEFENDANTS has not tendered payment of wages, to these employees who missed meal and rest
26 breaks, as required by law.

27 109. Therefore, as provided by Cal Lab. Code § 203, on behalf of themselves and the members
28 of the CALIFORNIA CLASS whose employment has, PLAINTIFF demand up to thirty days of pay as

1 penalty for not paying all wages due at time of termination for all employees who terminated
2 employment during the LABOR CLASS PERIOD, and demands an accounting and payment of all
3 wages due, plus interest and statutory costs as allowed by law.

4 **NINTH CAUSE OF ACTION**

5 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

6 **[Cal. Lab. Code §§ 2698 et seq.]**

7 **(Alleged by PLAINTIFF against all Defendants)**

8 110. PLAINTIFF realleges and incorporate by this reference, as though fully set forth herein,
9 the prior paragraphs of this Complaint.

10 111. PAGA is a mechanism by which the State of California itself can enforce state labor laws
11 through the employee suing under the PAGA who does so as the proxy or agent of the state's labor law
12 enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law
13 enforcement action designed to protect the public and not to benefit private parties. The purpose of
14 the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as
15 private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature
16 specified that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys
17 general to recover civil penalties for Labor Code violations ..." (Stats. 2003, ch. 906, § 1). Accordingly,
18 PAGA claims cannot be subject to arbitration.

19 112. PLAINTIFF, and such persons that may be added from time to time who satisfy the
20 requirements and exhaust the administrative procedures under the Private Attorney General Act, bring
21 this Representative Action on behalf of the State of California with respect to herself and all individuals
22 who are or previously were employed by DEFENDANT and classified as non-exempt employees in
23 California during the time period of November 16, 2019 until the present (the "AGGRIEVED
24 EMPLOYEES").

25 113. On November 16, 2020, PLAINTIFF gave written notice by certified mail to the Labor
26 and Workforce Development Agency (the "Agency") and the employer of the specific provisions
27 of this code alleged to have been violated as required by Labor Code § 2699.3. See Exhibit #1,
28 attached hereto and incorporated by this reference herein. The statutory waiting period for

PLAINTIFF to add these allegations to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now commence a representative civil action under PAGA pursuant to Section 2699 as the proxy of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

114. The policies, acts and practices heretofore described were and are an unlawful business act or practice because Defendant (a) failed to pay PLAINTIFF and other AGGRIEVED EMPLOYEES minimum wages and overtime wages, (b) failed to provide PLAINTIFF and other AGGRIEVED EMPLOYEES legally required meal and rest breaks, (c) failed to provide accurate itemized wage statements, (d) failed to reimburse PLAINTIFF and other AGGRIEVED EMPLOYEES for required business expenses, and (e) failed to timely pay wages, all in violation of the applicable Labor Code sections listed in Labor Code §2699.5, including but not limited to Labor Code §§ §§ 201, 201.3, 201.5, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.14, 1197, 1197.1, 1198, 1199, 2802, and 2804, and applicable wage orders, and thereby gives rise to statutory penalties as a result of such conduct. PLAINTIFF hereby seeks recovery of civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of the State of California for the illegal conduct perpetrated on PLAINTIFF and the other AGGRIEVED EMPLOYEES.

115. Some or all of the conduct and violations alleged herein occurred during the PAGA PERIOD. To the extent that any of the conduct and violations alleged herein did not affect PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that affected other AGGRIEVED EMPLOYEES. (Carrington v. Starbucks Corp. (2018) 30 Cal.App.5th 504, 519; See also Huff v. Securitas Security Services USA, Inc. (2018) 23 Cal. App. 5th 745, 751 [“PAGA allows an “aggrieved employee”—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer.”], Emphasis added, reh'g denied (June 13, 2018).)

///

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for judgment against each DEFENDANTS, jointly and severally, as follows:

1. On behalf of the CALIFORNIA CLASS:

A) That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;

B) An order temporarily, preliminarily and permanently enjoining and restraining DEFENDANTS from engaging in similar unlawful conduct as set forth herein;

C) An order requiring DEFENDANTS to pay all wages and all sums unlawfully withheld from compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS; and,

D) Restitutionary disgorgement of DEFENDANTS's ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANTS's violations due to PLAINTIFF and to the other members of the CALIFORNIA CLASS.

E) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;

1. Compensatory damages, according to proof at trial, including compensatory damages for overtime compensation due PLAINTIFF and the other members of the CALIFORNIA CLASS, during the applicable CALIFORNIA CLASS PERIOD plus interest thereon at the statutory rate;

2. 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 each member of the CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226;

3. Meal and rest period compensation pursuant to California Labor Code Section 226.7, 512 and the applicable IWC Wage Order;

4. For liquidated damages pursuant to California Labor Code Sections 1194.2 and 1197;

5. For waiting time penalties pursuant to California Labor Code Section 201, 202 and 20; and,

2. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:

Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of 2004

3. On all claims:

A) An award of interest, including prejudgment interest at the legal rate;

B) Such other and further relief as the Court deems just and equitable; and,

C) An award of penalties, attorneys' fees and cost of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §226, §1194, §2699 *et seq.*, and/or §2802.

Dated: January 20, 2021

Respectfully Submitted,
JCL LAW FIRM, A.P.C.

By: 
Jean-Claude Lapuyade
Attorneys for PLAINTIFF

DEMAND FOR JURY TRIAL

PLAINTIFF demands a jury trial on all issues triable to a jury.

Dated: January 21, 2021

Respectfully Submitted,
JCL LAW FIRM, A.P.C.

By: 
Jean-Claude Lapuyade
Attorneys for PLAINTIFF

EXHIBIT 1



Jean-Claude Lapuyade, Esq.
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November 16, 2020

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGA@dir.ca.gov
Via Online Submission

IMMANUEL BAPTIST CHURCH
c/o Sandra Coers
1424 24th Street
Sacramento, CA 95816
***Via Certified Mail & Return Receipt No. 7020
2450 0001 4373 5171***

**IMMANUEL BAPTIST CHURCH OF SAN
BERNARDINO AND HIGHLAND, CALIFORNIA**
c/o Sandra Coers
1424 24th Street
Sacramento, CA 95816
***Via Certified Mail & Return Receipt No. 7020 2450
0001 4373 5164***

RE: Notice of Violations of California Labor Code Sections §§ 201, 201.3, 201.5, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.14, 1197, 1197.1, 1198, 1199, 2802, and 2804 Applicable Industrial Welfare Commission Wage Orders, and Pursuant to California Labor Code Section 2699

Dear Sir/ Madam:

This office represents Angel Chapparo ("Plaintiff") and other aggrieved employees in a class action against IMMANUEL BAPTIST CHURCH OF SAN BERNARDINO AND HIGHLAND, CALIFORNIA, and IMMANUEL BAPTIST CHURCH ("Defendants"). This office intends to file the enclosed Class Action Complaint on behalf of Plaintiff and other similarly situated employees. The purpose of this correspondence is to provide the Labor and Workforce Development Agency with notice of alleged violations of the California Labor Code and certain facts and theories in support of the alleged violations in accordance with Labor Code section 2699.3.

Plaintiff was employed by Defendants in California from July 2002 to May 2020. Plaintiff was paid on an hourly basis and entitled to legally required meal and rest periods. At all times during his employment, Defendants failed to, among other things, provide Plaintiff, and all those similarly situated, with all legally mandated off-duty meal and rest periods and minimum wages and overtime compensation for all time worked.

As a consequence, Plaintiff contends that Defendants failed to fully compensate him, and other similarly situated and aggrieved employees, for all earned wages and failed to provide accurate wage statements. Accordingly, Plaintiff contends that Defendants' conduct violated Labor Code sections §§ 201, 201.3, 201.5, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7,

510, 512, 558, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.14, 1197, 1197.1, 1198, 1199, 2802, and 2804 Applicable Industrial Welfare Commission Wage Orders, and Pursuant to California Labor Code Section 2699.

A true and correct copy of the proposed Complaint for the class action is attached hereto. The Complaint (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iv) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to the Plaintiff, and (v) sets forth the illegal practices used by Defendants. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein.

If the agency needs any further information, please do not hesitate to ask. The class action lawsuit consists of a class of other aggrieved employees. As class counsel, our intention is to vigorously prosecute the class wide claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Act of 2004 on behalf of Plaintiffs and all aggrieved California employees and Class Members

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Sincerely,
JCL LAW FIRM, APC

A handwritten signature in black ink, appearing to read 'JC Lapuyade', with a stylized flourish at the end.

Jean-Claude Lapuyade, Esq.

Enclosure (1)

JEAN-CLAUDE LAPUYADE (SBN 248676)

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FAX: (619) 404-9203

ATTORNEYS FOR PLAINTIFF

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN BERNARDINO

ANGEL CHAPPARO, an individual, on behalf
of herself, and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

IMMANUEL BAPTIST CHURCH OF SAN
BERNARDINO AND HIGHLAND,
CALIFORNIA, a California non-profit
corporation; IMMANUEL BAPTIST
CHURCH, a California non-profit corporation,
and DOES 1 through 50, Inclusive;

DEFENDANTS.

Case No. _____

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq.*
3. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6. FAILURE TO REIMBURSE PLAINTIFF FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;

7. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
8. FAILURE TO PAY WAGES WHEN DUE IN VIOLATION OF CAL. LABOR CODE §§ 201, 202 AND 203

DEMAND FOR JURY TRIAL

Plaintiff ANGEL CHAPPARO (“PLAINTIFF”) an individual, on behalf of herself and all other similarly situated current and former employees alleges on information and belief, except for her own acts and knowledge which are based on personal knowledge, the following:

THE PARTIES

1. Defendant IMMANUEL BAPTIST CHURCH OF SAN BERNARDINO AND HIGHLAND, CALIFORNIA is a California non-profit corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in the state of California, county of San Bernardino, City of Highland, owns, operates and/or manages churches and pre-schools in California.

2. Defendant IMMANUEL BAPTIST CHURCH is a California non-profit corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in the state of California, county of San Bernardino, City of Highland, owns, operates and/or manages churches and pre-schools in California.

3. Defendant IMMANUEL BAPTIST CHURCH OF SAN BERNARDINO AND HIGHLAND, CALIFORNIA and Defendant IMMANUEL BAPTIST CHURCH were the joint employers of PLAINTIFF as evidenced by the contracts signed and by the company the PLAINTIFF performed work for respectively, and are therefore jointly responsible as employers for the conduct alleged herein and collectively referred to herein as “DEFENDANTS”.

4. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently unknown to PLAINTIFF who therefore sues these defendants by such fictitious names pursuant to Cal. Civ. Proc.

1 Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true names and
2 capacities of Does 1 through 50, inclusive, when they are ascertained. PLAINTIFF is informed and
3 believes, and based upon that information and belief allege, that the Defendants named in this
4 Complaint, including DOES 1 through 50, inclusive (hereinafter collectively “DEFENDANTS”), are
5 responsible in some manner for one or more of the events and happenings that proximately caused the
6 injuries and damages hereinafter alleged.

7 5. The agents, servants and/or employees of the DEFENDANTS and each of them acting on
8 behalf of the DEFENDANT acted within the course and scope of his, her or its authority as the agent,
9 servant and/or employee of the DEFENDANT, and personally participated in the conduct alleged
10 herein on behalf of the DEFENDANT with respect to the conduct alleged herein. Consequently, the
11 acts of each of the DEFENDANTS are legally attributable to the other and all DEFENDANTS are
12 jointly and severally liable to PLAINTIFF and those similarly situated, for the loss sustained as a
13 proximate result of the conduct of the DEFENDANTS’ agents, servants and/or employees.

14 6. DEFENDANTS were PLAINTIFF’s employers or persons acting on behalf of
15 PLAINTIFF’s employer, within the meaning of California Labor Code § 558, who violated or caused
16 to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating
17 hours and days of work in any order of the Industrial Welfare Commission and, as such, are subject to
18 civil penalties for each underpaid employee, as set forth in Labor Code § 558, at all relevant times.

19 7. DEFENDANTS were PLAINTIFF’s employers or persons acting on behalf of
20 PLAINTIFF’s employer either individually or as an officer, agent, or employee of another person,
21 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any employee
22 a wage less than the minimum fixed by California state law, and as such, are subject to civil penalties
23 for each underpaid employee.

24 8. PLAINTIFF was been employed by DEFENDANTS as a non-exempt employee, paid on
25 an hourly basis and entitled to overtime pay and legally compliant meal and rest periods from 2002 to
26 May 2020.

27 9. PLAINTIFF brings this Class Action on behalf of herself and on behalf of all of
28 DEFENDANT IMMANUEL BAPTIST CHURCH OF SAN BERNARDINO AND HIGHLAND,

CALIFORNIA’s and/or Defendant IMMANUEL BAPTIST CHURCH’s current and former non-exempt California employees (the “CALIFORNIA CLASS”) at any time during the period beginning four (4) years prior to the filing of the Complaint and ending on the date as determined by the Court (the “CLASS PERIOD”). The amount in controversy for the aggregate claim of CALIFORNIA CLASS members is under five million dollars (\$5,000,000.00).

10. PLAINTIFF evokes the tolling permitted pursuant to the California State Judicial Counsel amended Rule of Court, Emergency Rule Number 9, which tolled the statute of limitation and statutes of repose from April 6, 2020 to either (a) August 3, 2020 for statutes of limitation and repose for civil causes of action that are 180 days or less, or (b) October 1, 2020 for statutes of limitation and repose for civil causes of action that exceed 180 days.

11. PLAINTIFF brings this Class Action on behalf of herself and on behalf of the CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during the CLASS PERIOD caused by DEFENDANTS’ uniform policy and practice which (1) failed to provide PLAINTIFF and the CALIFORNIA CLASS with legally complaint meal and rest periods or an additional hour of pay at the regular rate of compensation in *lieu* thereof in violation of California Labor Code Sections 226.7(c), 512(a) and the applicable Industrial Welfare Commission Wage Order, (2) failed to pay PLAINTIFF and the CALIFORNIA CLASS for all hours worked in violation of, *inter alia*, California Labor Code Sections 510, 1194, 1197, and 1197.1, (3) failed to reimburse PLAINTIFF and the CALIFORNIA CLASS for business related expenses, and (4) failed to provide accurate itemized wage statements in violation of California Labor Code Sections 226 and 226.3.

12. DEFENDANTS’ uniform policies and practices alleged herein were unlawful, unfair and deceptive business practices whereby DEFENDANTS retained and continues to retain wages due PLAINTIFF and the other members of the CALIFORNIA CLASS.

13. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and the other members of the CALIFORNIA CLASS who have been economically injured by DEFENDANTS’s past and current unlawful conduct, and all other appropriate legal and equitable relief.

JURISDICTION AND VENUE

14. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of DEFENDANTS pursuant to Cal. Code of Civ. Proc. § 382.

15. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS, resides in this County, and DEFENDANTS (i) currently maintains and at all relevant times maintained offices and facilities in this County and/or conducts substantial business in this County, and (ii) committed the wrongful conduct herein alleged in this County against members of the CALIFORNIA CLASS.

THE CONDUCT

16. In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company policy, practice and procedure, intentionally, knowingly and systematically failed to provide legally complaint meal and rest period, failed to accurately compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest periods, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked, and failed to issue to PLAINTIFF and the members of the CALIFORNIA CLASS with accurate itemized wage statements showing, among other things, the total number of hours worked, the name of the legal entity that is the employer, and the address of the legal entity that is the employer. DEFENDANTS' uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows DEFENDANTS to illegally profit and gain an unfair advantage over competitors who comply with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

A. Meal Period Violations

17. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were required to pay PLAINTIFF and CALIFORNIA CLASS members for all their time worked, meaning

the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time-to-time during the CLASS PERIOD, DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS members to work without paying them for all the time they were under DEFENDANTS' control. Specifically, as a result of PLAINTIFF's demanding work requirements and DEFENDANTS' under staffing, DEFENDANTS required PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by work assignments while clocked out for what should have been PLAINTIFF's off-duty meal break. Indeed, there were many days where PLAINTIFF did not even receive a partial lunch. Further, DEFENDANTS failed to relieved PLAINTIFF and the CALIFORNIA CLASS members of all duties during their meal period by instituting a policy that required PLAINTIFF and the CLIFORNIA CLASS MEMBERS on DEFENDANTS' premises during meal periods. As a result, the PLAINTIFF and other CALIFORNIA CLASS members forfeited minimum wage and overtime wages by regularly working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA CLASS members for all time worked is evidenced by DEFENDANTS' business records.

18. From time-to-time during the CLASS PERIOD, as a result of their rigorous work schedules and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other CALIFORNIA CLASS members were from time to time unable to take thirty (30) minute off duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other CALIFORNIA CLASS members were required from time to time to perform work as ordered by DEFENDANTS for more than five (5) hours during some shifts without receiving a meal break. Further, DEFENDANTS from time to time failed to provide PLAINTIFF and CALIFORNIA CLASS members with a second off-duty meal period for some workdays in which these employees were required by DEFENDANTS to work ten (10) hours of work from time to time. The nature of the work performed by the PLAINTIFF and the members of the CALIFORNIA CLASS does not qualify for limited and narrowly construed "on-duty" meal period exception. PLAINTIFF and other members of the CALIFORNIA CLASS therefore forfeited meal breaks without additional compensation and in accordance with

DEFENDANTS' strict corporate policy and practice. DEFENDANTS failed to maintain adequate staffing levels while increasing the production levels for each employee at the busy airports they provided services for.

B. Rest Period Violations

19. From time-to-time during the CLASS PERIOD, PLAINTIFF and other CALIFORNIA CLASS members were also required from time to time to work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work schedule, DEFENDANTS' inadequate staffing and DEFENDANTS' policy that required PLAINTIFF and the CLIFORNIA CLASS MEMBERS to remain on DEFENDANTS' premises and on-duty during their rest periods. Further, for the same reasons these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time. PLAINTIFF and other CALIFORNIA CLASS members were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work schedules and DEFENDANTS' inadequate staffing, PLAINTIFF and other CALIFORNIA CLASS members were from time to time denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

C. Unreimbursed Business Expenses

20. DEFENDANTS as a matter of corporate policy, practice and procedure, intentionally, knowingly and systematically failed to reimburse and indemnify PLAINTIFF and the members of the CALIFORNIA CLASS or required business expenses they incurred in direct consequence of discharging their duties on behalf of DEFENDANTS. Under California Labor Code Section 2802, employers are required to indemnify employees for all expenses incurred in the course and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even

1 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
2 unlawful."

3 21. From time-to-time during the CLASS PERIOD, PLAINTIFF and the members of the
4 CALIFORNIA CLASS were required by DEFENDANTS to use their own personal cellular phones as
5 a result of and in furtherance of their job duties as employees for DEFENDANTS. But for the use of
6 their personal cell phones, PLAINTIFF and the members of the CALIFORNIA CLASS could not
7 complete their essential job duties. Notwithstanding, DEFENDANTS did not reimburse or indemnify
8 PLAINTIFF or the members of the CALIFORNIA CLASS for the cost associated with the use of their
9 personal cellular phones and personal vehicles for DEFENDANTS' benefit. As a result, in the course
10 of their employment with DEFENDANTS, PLAINTIFF and the members of the CALIFORNIA
11 CLASS incurred unreimbursed business expenses which included, but were not limited to, costs related
12 to the use of their personal cellular phones, gas and associated vehicle expenses, all on behalf of and
13 for the benefit of DEFENDANTS.

14 **D. Wage Statement Violations**

15 22. California Labor Code Section 226 requires an employer to furnish its employees an
16 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the
17 number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages
18 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
19 employee and only the last four digits of the employee's social security number or an employee
20 identification number other than a social security number, (8) the name and address of the legal entity
21 that is the employer and, (9) all applicable hourly rates in effect during the pay period and the
22 corresponding number of hours worked at each hourly rate by the employee.

23 23. From time to time during the CLASS PERIOD, when PLAINTIFF and other
24 CALIFORNIA CLASS members worked off-the-clock, DEFENDANTS failed to provide PLAINTIFF
25 and the CALIFORNIA CLASS members with accurate wage statements that accurately listed the total
26 number of hours worked. DEFENDANTS also failed to provide PLAINTIFF and the other members
27 of the CALIFORNIA CLASS with complete and accurate wage statements which failed to show,
28 among other things, all applicable hourly rates in effect during the pay period and the corresponding

1 amount of time worked at each hourly rate, and the name and/or address of the legal entity that is the
2 employer..

3 24. As a result, DEFENDANTS issued PLAINTIFF and the other members of the
4 CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,
5 DEFENDANTS' violations are knowing and intentional, were not isolated or due to an unintentional
6 payroll error due to clerical or inadvertent mistake.

7 **E. Rounding**

8 25. During the CLASS PERIOD, DEFENDANTS did not have in place an immutable
9 timekeeping system to accurately record and pay PLAINTIFFS and other CALIFORNIA CLASS
10 Members for the actual time these employees worked each day, including overtime hours. Despite
11 monitoring the exact time worked by PLAINTIFF and the CALIFORNIA CLASS, DEFENDANTS
12 implemented a rounding policy. As a result DEFENDANTS were able to and did in fact unlawfully,
13 and unilaterally alter the time recorded in DEFENDANTS' timekeeping system for PLAINTIFFS and
14 the members of the CALIFORNIA CLASS in order to avoid paying these employees the applicable
15 overtime compensation for overtime worked and to avoid paying these employees for missed meal
16 breaks. As a result, PLAINTIFF and other CALIFORNIA CLASS Members, from time to time,
17 forfeited time worked by working without their time being accurately recorded and without
18 compensation at the applicable overtime rates.

19 26. The mutability of the timekeeping system also allowed DEFENDANTS to alter employee
20 time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS' timekeeping
21 system so as to create the appearance that PLAINTIFF and other CALIFORNIA CLASS Members
22 clocked out for a thirty (30) minute meal break when in fact the employees were not at all times
23 provided an off-duty meal break.

24 **CLASS ACTION ALLEGATIONS**

25 27. PLAINTIFF brings the First through Eighth Causes of Action as a class action pursuant
26 to California Code of Civil Procedure § 382 on behalf of all current and former non-exempt California
27 employees who worked for DEFENDANT IMMANUEL BAPTIST CHURCH OF SAN
28 BERNARDINO AND HIGHLAND, CALIFORNIA's and/or Defendant IMMANUEL BAPTIST

CHURCH (“CALIFORNIA CLASS”) at any time during the period beginning four (4) years prior to the filing of the Complaint and ending on the date as determined by the Court (“CLASS PERIOD”).

28. PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been deprived of wages and penalties from unpaid wages earned and due, including but not limited to unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums, illegal meal and rest period policies, failure to provide accurate itemized wage statements, failure to maintain required records, and interest, statutory and civil penalties, attorney’s fees, costs, and expenses.

29. The members of the class are so numerous that joinder of all class members is impractical.

30. Common questions of law and fact regarding DEFENDANTS’ conduct, including but not limited to, the off-the-clock work, unpaid meal and rest period premiums, failing to provide legally compliant meal and rest periods, failure to reimburse for business expenses, failure to provide accurate itemized wage statements accurate, and failure ensure they are paid at least minimum wage and overtime, exist as to all members of the class and predominate over any questions affecting solely any individual members of the class. Among the questions of law and fact common to the class are:

- a. Whether DEFENDANTS maintained legally compliant meal period policies and practices;
- b. Whether DEFENDANTS maintained legally compliant rest period policies and practices;
- c. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS members overtime wages.
- d. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS members at least minimum wage for all hours worked.
- e. Whether DEFENDANTS issued legally compliant wage statements;
- f. Whether DEFENDANTS reimbursed PLAINTIFF and the CALIFORNIA CLASS members for business expenses.
- g. Whether DEFENDANTS committed an act of unfair competition by systematically failing to record and pay PLAINTIFF and the other members

of the CALIFORNIA CLASS for all time worked;

h. Whether DEFENDANTS committed an act of unfair competition by systematically failing to record all meal and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS members, even though DEFENDANTS enjoyed the benefit of this work, required employees to perform this work and permits or suffers to permit this work;

i. Whether DEFENDANTS committed an act of unfair competition in violation of the UCL, by failing to provide the PLAINTIFF and the other members of the CALIFORNIA CLASS with the legally required meal and rest periods; and,

31. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a result of DEFENDANTS' conduct and actions alleged herein.

32. PLAINTIFF's claims are typical of the claims of the class, and PLAINTIFF has the same interests as the other members of the class.

33. PLAINTIFF will fairly and adequately represent and protect the interests of the CALIFORNIA CLASS members.

34. PLAINTIFF retained able class counsel with extensive experience in class action litigation.

35. Further, PLAINTIFF's interests are coincident with, and not antagonistic to, the interests of the other CALIFORNIA CLASS members.

36. There is a strong community of interest among PLAINTIFF and the members of the CALIFORNIA CLASS to, *inter alia*, ensure that the combined assets of DEFENDANTS are sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries sustained;

37. The questions of law and fact common to the CALIFORNIA CLASS members predominate over any questions affecting only individual members, including legal and factual issues relating to liability and damages.

38. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because joinder of all class members is impractical. Moreover, since the damages

suffered by individual members of the class may be relatively small, the expense and burden of individual litigation makes it practically impossible for the members of the class individually to redress the wrongs done to them. Without class certification and determination of declaratory, injunctive, statutory and other legal questions within the class format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will create the risk of:

- a. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA CLASS which would establish incompatible standards of conduct for the parties opposing the CALIFORNIA CLASS; and/or,
- b. Adjudication with respect to individual members of the CALIFORNIA CLASS which would as a practical matter be dispositive of the interests of the other members not party to the adjudication or substantially impair or impeded their ability to protect their interests.

39. Class treatment provides manageable judicial treatment calculated to bring an efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANTS.

FIRST CAUSE OF ACTION

For Unlawful Business Practices

[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]

(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)

40. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

41. DEFENDANTS are “person[s]” as that term is defined under Cal. Bus. and Prof. Code § 17021.

42. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition as follows:

Any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction. The

1 court may make such orders or judgments, including the appointment of a
2 receiver, as may be necessary to prevent the use or employment by any
3 person of any practice which constitutes unfair competition, as defined in
4 this chapter, or as may be necessary to restore to any person in interest any
5 money or property, real or personal, which may have been acquired by
6 means of such unfair competition.

7 Cal. Bus. & Prof. Code § 17203.

8 43. By reason of this uniform conduct applicable to PLAINTIFF and all CALIFORNIA
9 CLASS members, during the CLASS PERIOD, DEFENDANTS commit acts of unfair competition in
10 violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the
11 “UCL”), by engaging and continuing to engage in business practices which violates California law,
12 including but not limited to, the applicable Industrial Wage Order(s), the California Code of Regulations
13 and the California Labor Code including Sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1194,
14 1197, 1197.1, 1198 & 2802, for which this Court should issue declaratory and other equitable relief
15 pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct
16 held to constitute unfair competition, including restitution of wages wrongfully withheld.

17 44. By the conduct alleged herein, DEFENDANTS’ practices were unlawful and unfair in that
18 these practices violated public policy, were immoral, unethical, oppressive, unscrupulous or
19 substantially injurious to employees, and were without valid justification or utility for which this Court
20 should issue equitable and injunctive relief pursuant to Section 17203 of the California Business &
21 Professions Code, including restitution of wages wrongfully withheld.

22 45. By the conduct alleged herein, DEFENDANTS’ practices were deceptive and fraudulent
23 in that DEFENDANTS’ uniform policy and practice failed to, *inter alia*, provide the legally mandated
24 meal and rest periods, the required accurate amount of compensation for missed meal and rest periods,
25 overtime and minimum wages owed, provide accurate itemized wage statements, due to a systematic
26 business practice that cannot be justified, pursuant to the applicable Cal. Lab. Code, and Industrial
27 Welfare Commission requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this
28 Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including

1 restitution of wages wrongfully withheld.

2 46. By the conduct alleged herein, DEFENDANTS' practices were also unlawful, unfair and
3 deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the other members of
4 the CALIFORNIA CLASS to be underpaid during their employment with DEFENDANTS.

5 47. By the conduct alleged herein, DEFENDANTS' practices were also unlawful, unfair and
6 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to, *inter alia*,
7 provide the legally mandated meal and rest periods, the required accurate amount of compensation for
8 missed meal and rest periods, overtime and minimum wages owed, provide accurate itemized wage
9 statements, to PLAINTIFF and the other members of the CALIFORNIA CLASS as required by Cal.
10 Labor Code.

11 48. Therefore, PLAINTIFF demands on behalf of himself and on behalf of each
12 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal period
13 was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for each workday in
14 which a second off-duty meal period was not timely provided for each ten (10) hours of work.

15 49. PLAINTIFF further demands on behalf of himself and on behalf of each CALIFORNIA
16 CLASS member, one (1) hour of pay for each workday in which an off duty paid rest period was not
17 timely provided as required by law.

18 50. PLAINTIFF further demands on all wages due to PLAINTIFF and the members of the
19 CALIFORNIA CLASS as a result of working while off the clock on meal periods, inaccurately
20 calculated overtime and missed meal and rest periods premiums.

21 51. By and through the unlawful and unfair business practices described herein,
22 DEFENDANTS has obtained valuable property, money and services from PLAINTIFF and the other
23 members of the CALIFORNIA CLASS, including earned wages for all overtime worked, and has
24 deprived them of valuable rights and benefits guaranteed by law and contract, all to the detriment of
25 these employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS to unfairly
26 compete against competitors who comply with the law.

27 52. All the acts described herein as violations of, among other things, the Industrial Welfare
28 Commission Wage Orders, the California Code of Regulations, and the California Labor Code, were

unlawful and in violation of public policy, were immoral, unethical, oppressive and unscrupulous, were deceptive, and thereby constitute unlawful, unfair and deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

53. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to, and do, seek such relief as may be necessary to restore to them the money and property which DEFENDANTS has acquired, or of which PLAINTIFF and the other members of the CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair business practices, including earned but unpaid wages for all overtime worked.

54. PLAINTIFF and the other members of the CALIFORNIA CLASS are further entitled to, and do, seek a declaration that the described business practices are unlawful, unfair and deceptive, and that injunctive relief should be issued restraining DEFENDANTS from engaging in any unlawful and unfair business practices in the future.

55. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain, speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a result of the unlawful and unfair business practices described herein, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal and economic harm unless DEFENDANTS is restrained from continuing to engage in these unlawful and unfair business practices.

SECOND CAUSE OF ACTION

For Failure to Pay Overtime Compensation

[Cal. Lab. Code §§ 510, *et seq.*]

(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)

56. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

57. PLAINTIFF and the other members of the CALIFORNIA CLASS for the period beginning three (3) years prior to the filing of the Complaint and ending on the date as determined by the Court ("LABOR CLASS PERIOD") bring a claim for DEFENDANTS' willful and intentional

violations of the California Labor Code and the Industrial Welfare Commission requirements for DEFENDANTS' failure to pay these employees for all overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

58. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked.

59. Cal. Lab. Code § 510 further provides that employees in California shall not be employed more than eight (8) hours per workday and/or more than forty (40) hours per workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

60. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including overtime compensation and interest thereon, together with the costs of suit. Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

61. During the LABOR CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time they worked or were not accurately compensated for all overtime hours worked.

62. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing a uniform policy and practice that failed to accurately record overtime worked by PLAINTIFF and other CALIFORNIA CLASS members and denied accurate compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked, including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

63. In committing these violations of the California Labor Code, DEFENDANTS inaccurately calculated the amount of overtime worked and the applicable overtime rates and consequently underpaid the actual time worked by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the California Labor Code, the Industrial Welfare Commission requirements and other

1 applicable laws and regulations.

2 64. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
3 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive full compensation for
4 all overtime worked.

5 65. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from the
6 overtime requirements of the law. None of these exemptions are applicable to PLAINTIFF and the other
7 members of the CALIFORNIA CLASS. Further, PLAINTIFF and the other members of the
8 CALIFORNIA CLASS are not subject to a valid collective bargaining agreement that would preclude
9 the causes of action contained herein this Complaint. Rather, the PLAINTIFF brings this Action on
10 behalf of himself and the CALIFORNIA CLASS based on DEFENDANTS' violations of non-
11 negotiable, non-waivable rights provided by the State of California.

12 66. During the LABOR CLASS PERIOD, PLAINTIFF and the other members of the
13 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a failure
14 to pay all earned wages.

15 67. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the
16 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the maximum
17 hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 & 1198, even though PLAINTIFF
18 and the other members of the CALIFORNIA CLASS were required to work, and did in fact work,
19 overtime as to which DEFENDANTS failed to accurately record and pay using the applicable overtime
20 rate as evidenced by DEFENDANTS' business records and witnessed by employees.

21 68. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned compensation
22 to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true time they worked,
23 PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will continue to
24 suffer an economic injury in amounts which are presently unknown to them and which will be
25 ascertained according to proof at trial.

26 69. DEFENDANTS knew or should have known that PLAINTIFF and the other members of
27 the CALIFORNIA CLASS were under compensated for all overtime worked. DEFENDANTS
28 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay

employees for their labor as a matter of uniform company policy, practice and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked.

70. In performing the acts and practices herein alleged in violation of California labor laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked and provide them with the requisite overtime compensation, DEFENDANTS acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the consequences to them, and with the despicable intent of depriving them of their property and legal rights, and otherwise causing them injury in order to increase company profits at the expense of these employees

71. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request recovery of all unpaid wages, including overtime wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor Code and/or other applicable statutes. To the extent overtime compensation is determined to be owed to the CALIFORNIA CLASS members who have terminated their employment, DEFENDANTS' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS members. DEFENDANTS' conduct as alleged herein was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are entitled to seek and recover statutory costs.

THIRD CAUSE OF ACTION

For Failure to Pay Minimum Wages

[Cal. Lab. Code §§ 1194, 1197 and 1197.1]

(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)

72. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

73. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial

Welfare Commission requirements for DEFENDANTS' failure to accurately record, calculate and pay minimum and reporting time wages to PLAINTIFF and CALIFORNIA CLASS members during the LABOR CLASS PERIOD.

74. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked.

75. Cal. Lab. 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 so fixed is unlawful.

76. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including minimum wage compensation and interest thereon, together with the costs of suit.

77. DEFENDANTS maintain a uniform wage practice of paying PLAINTIFF and the other members of the CALIFORNIA CLASS without regard to the correct amount of time they work. For instance, as set forth herein, DEFENDANTS maintained a uniform policy that required PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF's off-duty meal break without compensation. Further, as set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the other members of the CALIFORNIA CLASS.

78. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing a uniform policy and practice that denies accurate compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS in regard to minimum wage pay.

79. In committing these violations of the California Labor Code, DEFENDANTS inaccurately calculated the correct time worked and consequently underpaid the actual time worked by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the California Labor Code, the Industrial Welfare Commission requirements and other applicable laws and regulations.

80. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein, PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct minimum

1 wage compensation for their time worked for DEFENDANTS.

2 81. During the LABOR CLASS PERIOD, PLAINTIFF and the other members of the
3 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a failure
4 to pay all earned wages.

5 82. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned compensation
6 to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true time they worked,
7 PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will continue to
8 suffer an economic injury in amounts which are presently unknown to them and which will be
9 ascertained according to proof at trial.

10 83. DEFENDANTS knew or should have known that PLAINTIFF and the other members of
11 the CALIFORNIA CLASS were under compensated for their time worked. DEFENDANTS
12 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay
13 employees for their labor as a matter of uniform company policy, practice and procedure, and
14 DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other
15 members of the CALIFORNIA CLASS the correct minimum wages for their time worked.

16 84. In performing the acts and practices herein alleged in violation of California labor laws,
17 and refusing to compensate the members of the CALIFORNIA CLASS for all time worked and provide
18 them with the requisite compensation, DEFENDANTS acted and continues to act intentionally,
19 oppressively, and maliciously toward PLAINTIFF and the other members of the CALIFORNIA CLASS
20 with a conscious and utter disregard for their legal rights, or the consequences to them, and with the
21 despicable intent of depriving them of their property and legal rights, and otherwise causing them injury
22 in order to increase company profits at the expense of these employees.

23 85. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
24 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of
25 any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor Code
26 and/or other applicable statutes. To the extent minimum wage compensation is determined to be owed
27 to the CALIFORNIA CLASS members who have terminated their employment, DEFENDANTS'
28 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled

1 to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of
2 these CALIFORNIA CLASS members. DEFENDANTS' conduct as alleged herein was willful,
3 intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS members are
4 entitled to seek and recover statutory costs.

5 **FOURTH CAUSE OF ACTION**

6 **For Failure to Provide Required Meal Periods**

7 **[Cal. Lab. Code §§ 226.7 & 512]**

8 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

9 86. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
10 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

11 87. During the LABOR CLASS PERIOD, from time to time, DEFENDANTS failed to
12 provide all the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA
13 CLASS members as required by the applicable Wage Order and Labor Code. The nature of the work
14 performed by PLAINTIFF and CALIFORNIA CLASS members did not prevent these employees from
15 being relieved of all of their duties for the legally required off-duty meal periods. As a result of their
16 rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS members were from time to
17 time not fully relieved of duty by DEFENDANTS for their meal periods. Additionally,
18 DEFENDANTS' failure to provide PLAINTIFF and the CALIFORNIA CLASS members with legally
19 required meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANTS' business
20 records from time to time. Further, DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA
21 CLASS members with a second off-duty meal period in some workdays in which these employees were
22 required by DEFENDANTS to work ten (10) hours of work. As a result, PLAINTIFF and other members
23 of the CALIFORNIA CLASS therefore forfeited meal breaks without additional compensation and in
24 accordance with DEFENDANTS' strict corporate policy and practice.

25 88. DEFENDANTS further violates California Labor Code §§ 226.7 and the applicable IWC
26 Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members who were not
27 provided a meal period, in accordance with the applicable Wage Order, one additional hour of
28 compensation at each employee's regular rate of compensation for each workday that a meal period was

not provided.

89. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

FIFTH CAUSE OF ACTION

For Failure to Provide Required Rest Periods

[Cal. Lab. Code §§ 226.7 & 512]

(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)

90. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

91. During the LABOR CLASS PERIOD, PLAINTIFF and other CALIFORNIA CLASS members were from time to time required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time. PLAINTIFF and other CALIFORNIA CLASS members were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS members were periodically denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

92. DEFENDANTS further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members who were not provided a rest period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of compensation for each workday that rest period was not provided.

93. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

1 **SIXTH CAUSE OF ACTION**

2 **For Failure to Reimburse Employees for Required Expenses**

3 **[Cal. Lab. Code § 2802]**

4 **(By PLAINTIFF Against All Defendants)**

5 94. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein,
6 the prior paragraphs of this Complaint.

7 95. Cal. Lab. Code § 2802 provides, in relevant part, that:

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

13 96. From time-to-time during the LABOR CLASS PERIOD, DEFENDANTS violated Cal.
14 Lab. Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the members of the
15 CALIFORNIA CLASS for required expenses incurred in the discharge of their job duties for
16 DEFENDANTS' benefit. DEFENDANTS failed to reimburse PLAINTIFF and the members of the
17 CALIFORNIA CLASS for expenses which included, but were not limited to, costs related to using their
18 personal cellular phone and personal vehicle all on behalf of and for the benefit of DEFENDANTS.
19 Specifically, PLAINTIFF and the members of the CALIFORNIA CLASS were required by
20 DEFENDANTS to use their personal cell phones to execute their essential job duties on behalf of
21 DEFENDANTS. DEFENDANTS' uniform policy, practice and procedure was to not reimburse
22 PLAINTIFF and the members of the CALIFORNIA CLASS for expenses resulting from using their
23 personal cellular phones for DEFENDANTS within the course and scope of their employment for
24 DEFENDANTS. These expenses were necessary to complete their principal job duties. DEFENDANTS
25 are estopped by DEFENDANTS' conduct to assert any waiver of their expectation. Although these
26 expenses were necessary expenses incurred by PLAINTIFF and the members of the CALIFORNIA
27 CLASS, DEFENDANTS failed to indemnify and reimburse PLAINTIFF and the members of the
28 CALIFORNIA CLASS for these expenses as an employer is required to do under the laws and

regulations of California.

97. PLAINTIFF therefore demands reimbursement on behalf of the members of the CALIFORNIA CLASS for expenditures or losses incurred in the discharge their job duties and on behalf of DEFENDANTS, or his/her obedience to the directions of DEFENDANT, with interest at the statutory rate and costs under Cal. Lab. Code § 2802

SEVENTH CAUSE OF ACTION

For Failure to Provide Accurate Itemized Statements

[Cal. Lab. Code §§ 226 and 226.2]

(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)

98. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

99. Cal. Labor Code § 226 provides that an employer must furnish employees with an “accurate itemized” statement in writing showing:

1. Gross wages earned;
2. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;
3. The number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
4. All deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;
5. Net wages earned;
6. The inclusive dates of the period for which the employee is paid,
7. The name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement,

8. The name and address of the legal entity that is the employer, and
9. All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

100. During the LABOR CLASS PERIOD, DEFENDANTS also failed to provide PLAINTIFF and the other members of the CALIFORNIA CLASS with complete and accurate wage statements which failed to accurately show, among other things, (1) total number of hours worked, (2) net wages earned, (3) gross wages earned and (7) the legal name and address of PLAINTIFF and the CALIFORNIA CLASS' employer, in violation of California Labor Code Section 226.

101. DEFENDANTS knowingly and intentionally failed to comply with Cal. Labor Code § 226, causing injury and damages to the PLAINTIFF and the other members of the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended calculating the correct rates for the overtime worked and the amount of employment taxes which were not properly paid to state and federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, and all other damages and penalties available pursuant to Labor Code § 226.2(a)(6), all in an amount according to proof at the time of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the CALIFORNIA CLASS herein.

EIGHTH CAUSE OF ACTION

FAILURE TO PAY WAGES WHEN DUE

(Cal Lab. Code §§201, 202, 203)

((By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS))

102. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

103. Cal. Lab. Code § 200 provides that:

As used in this article:(a) "Wages" includes all amounts for labor performed by employees of every description, whether

1 the amount is fixed or ascertained by the standard of time,
2 task, piece, Commission basis, or other method of
3 calculation. (b) "Labor" includes labor, work, or service
4 whether rendered or performed under contract, subcontract,
5 partnership, station plan, or other agreement if the labor to
6 be paid for is performed personally by the person demanding
7 payment.

8 104. Cal. Lab. Code § 201 provides, in relevant part, that "If an employer discharges an
9 employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

10 105. Cal. Lab. Code § 202 provides, in relevant part, that:

11 If an employee not having a written contract for a definite
12 period quits his or her employment, his or her wages shall
13 become due and payable not later than 72 hours thereafter,
14 unless the employee has given 72 hours previous notice of
15 his or her intention to quit, in which case the employee is
16 entitled to his or her wages at the time of quitting.
17 Notwithstanding any other provision of law, an employee
18 who quits without providing a 72-hour notice shall be
19 entitled to receive payment by mail if he or she so requests
20 and designates a mailing address. The date of the mailing
21 shall constitute the date of payment for purposes of the
22 requirement to provide payment within 72 hours of the
23 notice of quitting.

24 106. There was no definite term in PLAINTIFF's or any CALIFORNIA CLASS Members'
25 employment contract.

26 107. Cal. Lab. Code § 203 provides:

27 If an employer willfully fails to pay, without abatement or
28 reduction, in accordance with Sections 201, 201.5, 202, and

205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

108. The employment of PLAINTIFF and many CALIFORNIA CLASS Members terminated and DEFENDANTS has not tendered payment of wages, to these employees who missed meal and rest breaks, as required by law.

109. Therefore, as provided by Cal Lab. Code § 203, on behalf of themselves and the members of the CALIFORNIA CLASS whose employment has, PLAINTIFF demand up to thirty days of pay as penalty for not paying all wages due at time of termination for all employees who terminated employment during the LABOR CLASS PERIOD, and demands an accounting and payment of all wages due, plus interest and statutory costs as allowed by law.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for judgment against each DEFENDANTS, jointly and severally, as follows:

1. On behalf of the CALIFORNIA CLASS:

A) That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;

B) An order temporarily, preliminarily and permanently enjoining and restraining DEFENDANTS from engaging in similar unlawful conduct as set forth herein;

C) An order requiring DEFENDANTS to pay all wages and all sums unlawfully withheld from compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS; and,

D) Restitutionary disgorgement of DEFENDANTS's ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANTS's violations due to PLAINTIFF and to the other members of the CALIFORNIA CLASS.

1 E) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Causes
2 of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. §
3 382;

4 1. Compensatory damages, according to proof at trial, including compensatory
5 damages for overtime compensation due PLAINTIFF and the other members of the
6 CALIFORNIA CLASS, during the applicable CALIFORNIA CLASS PERIOD plus
7 interest thereon at the statutory rate;

8 2. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
9 which a violation occurs and one hundred dollars (\$100) per each member of the
10 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding an
11 aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation
12 of Cal. Lab. Code § 226;

13 3. Meal and rest period compensation pursuant to California Labor Code Section
14 226.7, 512 and the applicable IWC Wage Order;

15 4. For liquidated damages pursuant to California Labor Code Sections 1194.2 and
16 1197;

17 5. For waiting time penalties pursuant to California Labor Code Section 201, 202
18 and 20; and,

19 2. On all claims:

20 A) An award of interest, including prejudgment interest at the legal rate;

21 B) Such other and further relief as the Court deems just and equitable; and,

22 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the law,
23 including, but not limited to, pursuant to Labor Code §226, §1194, §2699 *et seq.*, and/or §2802.

24 Dated: _____

Respectfully Submitted,
JCL LAW FIRM, A.P.C.

26 By: 
27 Jean-Claude Lapuyade
28 Attorneys for PLAINTIFF

DEMAND FOR JURY TRIAL

PLAINTIFF demands a jury trial on all issues triable to a jury.

Dated: _____

Respectfully Submitted,
JCL LAW FIRM, A.P.C.

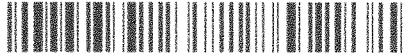
By:  _____
Jean-Claude Lapuyade
Attorneys for PLAINTIFF

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

IMMANUEL BAPTIST CHURCH
40 Sandra Coors
1424 24th Street
Sacramento, CA 95816



9590 9402 6111 0209 9344 22

2. Article Number (Transfer from service label)

7020 2450 0001 4373 5171

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X SuLi1611 C19

☒ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

chapparo 11.16.20

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail Restricted Delivery
(00)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Immanuel Baptist church of San
Bernardino and Highland, CA
c/o Sandra Coers
1424 2nd Street
Sacramento, CA 95816



9590 9402 6111 0209 9344 46

2. Article Number (Transfer from service label)

7020 2450 0001 4373 5164

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

E. Coers
Su 11-16-20☒ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Chapparo 11-16-20

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail
Restricted Delivery
(0)