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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JEREMY FRAHN, individually and on
behalf of all others similarly situated

Plaintiff,

vs.

UNIVERSITY OF SOUTHERN
CALIFORNIA; and DOES 1 through 20,
inclusive,

Defendants.

Case No.

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Overtime Wages;
2. Failure to Provide Meal Periods;
3. Failure to Permit Rest Breaks;
4. Failure to Provide Accurate Itemized Wage Statements;
5. Failure to Pay All Wages Due Upon Separation of Employment; and
6. Violation of Business and Professions Code §§ 17200, *et seq.*

DEMAND FOR JURY TRIAL

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

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Jeremy Frahn (“Plaintiff”) brings this putative class action against
5 defendants University of Southern California and DOES 1 through 20, inclusive (collectively,
6 “Defendants”), on behalf of himself individually and a putative class of non-exempt employees
7 employed by Defendants throughout California.

8 2. Defendants are in the business of providing healthcare services and education.

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

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

- 15 (a) Failing to pay overtime wages at the proper rates;
16 (b) Failing to provide meal periods or compensation in lieu thereof;
17 (c) Failing to authorize or permit rest breaks or provide compensation in lieu thereof;
18 (d) Failing to provide accurate itemized wage statements; and
19 (e) Failing to pay all wages due upon separation of employment.

20 5. Plaintiff brings this lawsuit seeking monetary relief against Defendants on
21 behalf of himself and all others similarly situated in California to recover, among other things,
22 unpaid wages and benefits, interest, attorneys’ fees, costs and expenses and penalties pursuant
23 to Labor Code §§ 201-203, 204, 210, 226, 226.7, 510, 512, 1194, and 1198.

24 **JURISDICTION AND VENUE**

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

28 7. This Court has jurisdiction over this action pursuant to the California

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

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

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

12 **THE PARTIES**

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

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

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

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

28 14. Plaintiff is informed and believes, and thereon alleges, that each and all of the

1 acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or
2 DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on
3 the other's behalf. The acts of any and all Defendants were in accordance with, and represent,
4 the official policy of Defendants.

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

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

12 **CLASS ACTION ALLEGATIONS**

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

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

18 19. Plaintiff's proposed Class consists of and is defined as follows:

19 Class

20 All California citizens currently or formerly employed as non-exempt employees
21 by Defendants in the State of California from July 25, 2016¹ to the date of class
22 certification.

22 20. Plaintiff also seeks to certify the following Subclass of employees:

23 Waiting Time Subclass

24 All members of the Class who separated their employment from Defendants from
25 July 25, 2017 to the date of class certification.

25 21. Members of the Class and Subclass described above will be collectively referred
26 to as "class members." Plaintiff reserves the right to establish other or additional subclasses, or

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

1 modify any Class or Subclass definition, as appropriate based on investigation, discovery and
2 specific theories of liability.

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

- 7 (a) Whether Defendants paid Plaintiff and class members overtime compensation at
8 the proper rates;
- 9 (b) Whether Defendants deprived Plaintiff and class members of timely meal periods;
- 10 (c) Whether Defendants deprived Plaintiff and class members of rest breaks;
- 11 (d) Whether Defendants failed to timely pay Plaintiff and former class members all
12 wages due upon termination or within 72 hours of resignation;
- 13 (e) Whether Defendants failed to furnish Plaintiff and class members with accurate,
14 itemized wage statements; and
- 15 (f) Whether Defendants engaged in unfair business practices in violation of Business
16 & Professions Code §§ 17200, *et seq.*

17 23. There is a well-defined community of interest in this litigation and the Class is
18 readily ascertainable:

- 19 (a) Numerosity: The members of the Class are so numerous that joinder of all
20 members is impractical. Although the members of the Class are unknown
21 to Plaintiff at this time, on information and belief, the Class is estimated to
22 be greater than 100 individuals. The identity of the class members are
23 readily ascertainable by inspection of Defendants' employment and payroll
24 records.
- 25 (b) Typicality: The claims (or defenses, if any) of Plaintiff are typical of the
26 claims (or defenses, if any) of the Class because Defendants' failure to
27 comply with the provisions of California wage and hour laws entitled each
28 class member to similar pay, benefits and other relief. The injuries

1 sustained by Plaintiff are also typical of the injuries sustained by the Class
2 because they arise out of and are caused by Defendants' common course of
3 conduct as alleged herein.

4 (c) Adequacy: Plaintiff is qualified to, and will fairly and adequately represent
5 and protect the interests of all members of the Class because it is in his best
6 interest to prosecute the claims alleged herein to obtain full compensation
7 and penalties due to him and the Class. Plaintiff's attorneys, as proposed
8 class counsel, are competent and experienced in litigating large
9 employment class actions and are versed in the rules governing class action
10 discovery, certification and settlement. Plaintiff has incurred and,
11 throughout the duration of this action, will continue to incur attorneys' fees
12 and costs that have been and will be necessarily expended for the
13 prosecution of this action for the substantial benefit of each class member.

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

21 (e) Public Policy Considerations: Employers in the State of California and
22 other states violate employment and labor laws every day. Current
23 employees are often afraid to assert their rights out of fear of direct or
24 indirect retaliation. Former employees are fearful of bringing actions
25 because they believe their former employers might damage their future
26 endeavors through negative references and/or other means. Class actions
27 provide the class members who are not named in the complaint with a
28 type of anonymity that allows for the vindication of their rights at the

1 same time as affording them privacy protections.

2 **GENERAL ALLEGATIONS**

3 24. At all relevant times mentioned herein, Defendants employed Plaintiff and other
4 persons as non-exempt employees.

5 25. Plaintiff was employed in a non-exempt position at Defendants' California
6 business location(s).

7 26. Defendants continue to employ non-exempt employees within California.

8 27. Plaintiff is informed and believes, and thereon alleges, that at all times herein
9 mentioned, Defendants were advised by skilled lawyers, employees and other professionals
10 who were knowledgeable about California's wage and hour laws, employment and personnel
11 practices and the requirements of California law.

12 28. Plaintiff is informed and believes, and thereon alleges, that Defendants
13 improperly calculated the overtime rate of pay for Plaintiff and Class Members because the
14 rates did not include non-discretionary wages, including, but not limited to, flat rate bonuses,
15 shift premiums, and/or other incentive pay into the computation of their regular rate of pay for
16 purposes of calculating the overtime rate of pay.

17 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and class members were entitled to receive all required meal
19 periods or payment of one (1) additional hour of pay at Plaintiff and class members' regular
20 rate of pay when they did not receive a timely meal period. In violation of the Labor Code and
21 IWC Wage Orders, Plaintiff and class members did not receive all timely meal periods or
22 payment of one (1) additional hour of pay at Plaintiff and class members' regular rate of pay
23 when they did not receive a timely meal period.

24 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and class members were entitled to receive all rest breaks or
26 payment of one (1) additional hour of pay at Plaintiff and class members' regular rate of pay
27 when a rest break was missed. In violation of the Labor Code and IWC Wage Orders, Plaintiff
28 and class members did not receive all rest breaks or payment of one (1) additional hour of pay

1 at Plaintiff and class members' regular rate of pay when a rest break was missed.

2 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that Plaintiff and class members were entitled to receive itemized wage
4 statements that accurately showed their gross and net wages earned, and the number of hours
5 worked at each hourly rate in accordance with California law. In violation of the Labor Code,
6 Plaintiff and class members were not provided with accurate itemized wage statements.

7 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and Waiting Time Subclass members were entitled to timely
9 payment of wages due upon separation of employment. In violation of the Labor Code,
10 Plaintiff and Waiting Time Subclass members did not receive payment of all wages within
11 permissible time periods.

12 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known they had a duty to compensate Plaintiff and class members, and Defendants
14 had the financial ability to pay such compensation but willfully, knowingly and intentionally
15 failed to do so all in order to increase Defendants' profits.

16 **FIRST CAUSE OF ACTION**

17 **FAILURE TO PAY OVERTIME WAGES**

18 **(Violation of Labor Code §§ 510, 1194 and 1198; Violation of IWC Wage Order § 3)**

19 34. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
20 though fully set forth herein.

21 35. Labor Code § 1198 and the applicable IWC Wage Order provide that it is
22 unlawful to employ persons without compensating them at a rate of pay either one and one-half
23 or two times the person's regular rate of pay, depending on the number of hours worked by the
24 person on a daily or weekly basis.

25 36. Pursuant to California Labor Code §§ 510 and 1194, during the relevant time
26 period, Defendants were required to compensate Plaintiff and class members for all overtime
27 hours worked, calculated at one and one-half (1½) times the regular rate of pay for hours
28 worked in excess of eight (8) hours per day and/or forty (40) hours per week and for the first

1 eight (8) hours of the seventh consecutive work day, with double time after eight (8) hours on
2 the seventh day of any work week, or after twelve (12) hours in any work day.

3 37. Plaintiff and class members were non-exempt employees entitled to the
4 protections of California Labor Code §§ 510 and 1194.

5 38. During the relevant time period, Defendants failed to pay Plaintiff and class
6 members overtime wages at the correct rate because they failed to include non-discretionary
7 wages, including, but not limited to, flat rate bonuses, shift premiums, and/or other incentive
8 pay in the computation of their overtime rate of pay, which caused Plaintiff and Class
9 Members to not be paid all overtime wages owed.

10 39. In violation of state law, Defendants have knowingly and willfully refused to
11 perform their obligations and compensate Plaintiff and class members for all wages earned as
12 alleged above.

13 40. Defendants' failure to pay Plaintiff and class members the unpaid balance of
14 overtime compensation, as required by California law, violates the provisions of Labor Code
15 §§ 510 and 1198, and is therefore unlawful.

16 41. Pursuant to Labor Code § 1194, Plaintiff and class members are entitled to
17 recover their unpaid overtime compensation as well as interest, costs and attorneys' fees.

18 **SECOND CAUSE OF ACTION**

19 **FAILURE TO PROVIDE MEAL PERIODS**

20 **(Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order § 11)**

21 42. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
22 though fully set forth herein.

23 43. Labor Code § 226.7 provides that no employer shall require an employee to work
24 during any meal period mandated by the IWC Wage Orders.

25 44. Section 11 of the applicable IWC Wage Order states, "no employer shall employ
26 any person for a work period of more than five (5) hours without a meal period of not less than
27 30 minutes, except that when a work period of not more than six (6) hours will complete the
28 day's work the meal period may be waived by mutual consent of the employer and the

1 employee.”

2 45. Labor Code § 512(a) provides that an employer may not require, cause or permit
3 an employee to work for a period of more than five (5) hours per day without providing the
4 employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if
5 the total work period per day of the employee is not more than six (6) hours, the meal period
6 may be waived by mutual consent of both the employer and the employee.

7 46. Labor Code § 512(a) also provides that an employer may not employ an
8 employee for a work period of more than ten (10) hours per day without providing the employee
9 with a second meal period of not less than thirty (30) minutes, except that if the total hours
10 worked is no more than twelve (12) hours, the second meal period may be waived by mutual
11 consent of the employer and the employee only if the first meal period was not waived.

12 47. During the relevant time period, Plaintiff and class members did not receive
13 compliant meal periods for each five hours worked per day.

14 48. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require
15 an employer to pay an employee one additional hour of pay at the employee’s regular rate of
16 compensation for each work day that a meal period is not provided.

17 49. At all relevant times, Defendants failed to pay Plaintiff and class members meal
18 period premiums for meal period violations pursuant to Labor Code § 226.7(b) and section 11
19 of the applicable IWC Wage Order.

20 50. As a result of Defendants’ failure to pay Plaintiff and class members an
21 additional hour of pay for each day a meal period was not provided, Plaintiff and class members
22 suffered and continue to suffer a loss of wages and compensation.

23 **THIRD CAUSE OF ACTION**

24 **FAILURE TO PERMIT REST BREAKS**

25 **(Violation of Labor Code §§ 226.7; Violation of IWC Wage Order § 12)**

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

28 52. Labor Code § 226.7(a) provides that no employer shall require an employee to

1 work during any rest period mandated by the IWC Wage Orders.

2 53. Section 12 of the applicable IWC Wage Order states “every employer shall
3 authorize and permit all employees to take rest periods, which insofar as practicable shall be in
4 the middle of each work period” and the “authorized rest period time shall be based on the total
5 hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
6 fraction thereof” unless the total daily work time is less than three and one-half (3½) hours.

7 54. During the relevant time period, Plaintiff and class members did not receive a ten
8 (10) minute rest period for every four (4) hours or major fraction thereof worked.

9 55. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order
10 requires an employer to pay an employee one additional hour of pay at the employee’s regular
11 rate of compensation for each work day that the rest period is not provided.

12 56. At all relevant times, Defendants failed to pay Plaintiff and class members rest
13 period premiums for rest period violations pursuant to Labor Code § 226.7(b) and section 12 of
14 the applicable IWC Wage Order.

15 57. As a result of Defendants’ failure to pay Plaintiff and class members an
16 additional hour of pay for each day a rest period was not provided, Plaintiff and class members
17 suffered and continue to suffer a loss of wages and compensation.

18 **FOURTH CAUSE OF ACTION**

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

20 **(Violation of Labor Code § 226)**

21 58. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
22 though fully set forth herein.

23 59. Labor Code § 226(a) requires Defendants to provide each employee with an
24 accurate wage statement in writing showing nine pieces of information, including: (1) gross
25 wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units
26 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
27 deductions, provided that all deductions made on written orders of the employee may be
28 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period

1 for which the employee is paid, (7) the name of the employee and the last four digits of his or
2 her social security number or an employee identification number other than a social security
3 number, (8) the name and address of the legal entity that is the employer, and (9) all applicable
4 hourly rates in effect during the pay period and the corresponding number of hours worked at
5 each hourly rate by the employee.

6 60. During the relevant time period, Defendants have knowingly and intentionally
7 failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff
8 and class members. The deficiencies include, among other things, the failure to correctly state
9 accurate inclusive dates of the pay period for Plaintiff and class members.

10 61. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff
11 and class members have suffered injury and damage to their statutorily protected rights.
12 Specifically, Plaintiff and class members have been injured by Defendants' intentional
13 violation of California Labor Code § 226(a) because they were denied both their legal right to
14 receive, and their protected interest in receiving, accurate itemized wage statements under
15 California Labor Code § 226(a). Plaintiff has had to file this lawsuit in order to determine the
16 extent of the underpayment of wages, thereby causing Plaintiff to incur expenses and lost time.
17 Plaintiff would not have had to engage in these efforts and incur these costs had Defendants
18 provided the accurate wages earned. This has also delayed Plaintiff's ability to demand and
19 recover the underpayment of wages from Defendants.

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

25 63. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff
26 and class members from knowing, understanding and disputing the wages paid to them, and
27 resulted in an unjustified economic enrichment to Defendants. As a result of Defendants'
28 knowing and intentional failure to comply with California Labor Code § 226(a), Plaintiff and

1 class members have suffered an injury, and the exact amount of damages and/or penalties is all
2 in an amount to be shown according to proof at trial.

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

6 **FIFTH CAUSE OF ACTION**

7 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT AND**

8 **WITHIN THE REQUIRED TIME**

9 **(Violation of Labor Code §§ 201, 202 and 203)**

10 65. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
11 though fully set forth herein.

12 66. California Labor Code §§ 201 and 202 provide that if an employer discharges an
13 employee, the wages earned and unpaid at the time of discharge are due and payable
14 immediately, and that if an employee voluntarily leaves his employment, his wages shall
15 become due and payable not later than seventy-two (72) hours thereafter, unless the employee
16 has given seventy-two (72) hours previous notice of his intention to quit, in which case the
17 employee is entitled to his wages at the time of quitting.

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

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

25 69. California Labor Code § 203 provides that if an employer willfully fails to pay
26 wages owed immediately upon discharge or resignation in accordance with Labor Code §§ 201
27 and 202, then the wages of the employee shall continue as a penalty from the due date at the
28 same rate until paid or until an action is commenced; but the wages shall not continue for more

1 than thirty (30) days.

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

6 **SIXTH CAUSE OF ACTION**

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

8 71. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
9 though fully set forth herein.

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

13 73. Defendants' activities, as alleged herein, violate California law and constitute
14 unlawful business acts or practices in violation of California Business and Professions Code
15 §§ 17200, *et seq.*

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

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

- 20 (a) Failing to pay all overtime wages at the proper rate to Plaintiff and class
21 members in violation of Labor Code §§ 510, 1194 and 1198;
- 22 (b) Failing to provide timely meal periods without paying Plaintiff and class
23 members premium wages for every day said meal periods were not
24 provided in violation of Labor Code §§ 226.7 and 512;
- 25 (c) Failing to authorize or permit rest breaks without paying Plaintiff and
26 class members premium wages for every day said rest breaks were not
27 authorized or permitted in violation of Labor Code § 226.7;
- 28 (d) Failing to provide Plaintiff and class members with accurate itemized

1 wage statements in violation of Labor Code § 226; and

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

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

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

13 **PRAYER FOR RELIEF**

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

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

18 2. For appointment of Jeremy Frahn as the class representatives;

19 3. For appointment of Aegis Law Firm, PC as class counsel for all purposes;

20 4. For compensatory damages in an amount according to proof with interest
21 thereon;

22 5. For economic and/or special damages in an amount according to proof with
23 interest thereon;

24 6. For reasonable attorneys' fees, costs of suit and interest to the extent permitted
25 by law, including pursuant to Code of Civil Procedure § 1021.5 Labor Code §§ 226(e) and
26 1194;

27 7. For statutory penalties to the extent permitted by law, including those pursuant
28 to the Labor Code and IWC Wage Orders;

- 1 8. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;
- 2 9. For an order requiring Defendants to restore and disgorge all funds to each
- 3 employee acquired by means of any act or practice declared by this Court to be unlawful, unfair
- 4 or fraudulent and, therefore, constituting unfair competition under Business and Professions
- 5 Code §§ 17200, *et seq.*;
- 6 10. For an award of damages in the amount of unpaid compensation including, but
- 7 not limited to, unpaid wages, benefits and penalties, including interest thereon;
- 8 11. For pre-judgment interest; and
- 9 12. For such other relief as the Court deems just and proper.

10 Dated: January 18, 2021

AEGIS LAW FIRM, PC

11 By: 

12 _____
13 Jessica L. Campbell
14 Attorneys for Plaintiff Jeremy Frahn

15 **DEMAND FOR JURY TRIAL**

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

17
18 Dated: January 18, 2021

AEGIS LAW FIRM, PC

19 By: 

20 _____
21 Jessica L. Campbell
22 Attorneys for Plaintiff Jeremy Frahn