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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAR 17 2021

BY Nicole Cartwright
NICOLE CARTWRIGHT, DEPUTY

COPY

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN BERNARDINO**

10
11 JOE ALFRED ANDA, individually and on
12 behalf of others similarly situated, and as an
13 aggrieved employee and Private Attorney
14 General,

15 Plaintiff,

16 vs.

17 APOLLO SOUTHWEST, INC., a California
18 corporation; THE RESOURCE
19 MANAGEMENT GROUP INC., a
20 California corporation; PREZERO US
21 SERVICES, LLC, a Delaware limited
22 liability company; PREZERO US, INC., a
23 Delaware corporation; and DOES 1 through
24 50, inclusive,

25 Defendants.

Case No.: CIVSB2028690

**FIRST AMENDED CLASS ACTION AND
REPRESENTATIVE ACTION
COMPLAINT**

DEMAND FOR TRIAL BY JURY

- (1) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)
- (2) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
- (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums)
- (4) Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages)
- (5) Violation of Cal. Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid)
- (6) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)
- (7) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
- (8) Violation of Cal. Business & Professions Code § 17200, et seq.
- (9) Violation of Cal. Labor Code § 2699, (Private Attorneys General Act)

1 Plaintiff JOE ALFRED ANDA (“Plaintiff”), individually and on behalf of other members
2 of the general public similarly situated, and as a private attorney general, based upon facts that
3 either have evidentiary support or are likely to have evidentiary support after a reasonable
4 opportunity for further investigation and discovery, alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff brings this action against Defendants APOLLO SOUTHWEST, INC.,
7 THE RESOURCE MANAGEMENT GROUP INC., PREZERO US SERVICES, LLC,
8 PREZERO US, INC. and DOES 1 THROUGH 50 (hereinafter also collectively referred to as
9 “Defendants”) for California Labor Code violations, unfair business practices, and civil penalties
10 stemming from Defendants’ failure to pay overtime compensation, failure to provide meal
11 periods, failure to authorize and permit rest periods, failure to pay minimum wage, failure to
12 timely pay wages, failure to provide accurate wage statements, failure to maintain accurate time
13 and payroll records, and failure to reimburse necessary business-related expenses.

14 2. Plaintiff’s First through Eighth Causes of Action are brought as a class action on
15 behalf of himself and similarly situated current and former employees of Defendants (hereinafter
16 collectively referred to as the “Class” or “Class Members”, as defined more fully in paragraph
17 16, below) pursuant to California Code of Civil Procedure section 382. The monetary damages
18 and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court
19 and will be established according to proof at trial.

20 3. Plaintiff’s Ninth Cause of Action is brought as a representative action on behalf of
21 himself and certain other current and former employees of Defendants against whom one or more
22 of the alleged violations was committed (hereinafter collectively referred to as the “Aggrieved
23 Employees”) pursuant to California Labor Code sections 2698, *et seq.* Plaintiff is an aggrieved
24 employee against whom one or more of the alleged violations occurred. The civil penalties sought
25 by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established
26 according to proof at trial.

27 4. The Court has jurisdiction over this action pursuant to the California Constitution,
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Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

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

6. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, County of San Bernardino.

PARTIES

7. Plaintiff JOE ALFRED ANDA is an individual residing in the County of San Bernardino, State of California.

8. Defendant APOLLO SOUTHWEST, INC., is and at all times herein mentioned was, a corporation organized and existing under the laws of the State of California, and registered to do business in the state of California.

9. Defendant THE RESOURCE MANAGEMENT GROUP INC., is and at all times herein mentioned was, a corporation organized and existing under the laws of the State of California and registered to do business in the state of California.

10. Defendant PREZERO US SERVICES, LLC, is and at all times herein mentioned was, a limited liability company organized and existing under the laws of the State of Delaware, and registered to do business in the state of California.

11. Defendant PREZERO US, INC., is and at all times herein mentioned was, a corporation organized and existing under the laws of the State of Delaware, and registered to do business in the state of California.

12. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive,

1 and therefore sues these defendants by such fictitious names. The Doe defendants may be
2 individuals, partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges,
3 that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent,
4 servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at
5 all times mentioned acting within the scope, purpose, consent, knowledge, ratification and
6 authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend
7 this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed
8 and believes and thereon alleges that each of the fictitiously named Doe defendants is responsible
9 in some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged
10 were proximately caused by its conduct. APOLLO SOUTHWEST, INC., THE RESOURCE
11 MANAGEMENT GROUP INC., PREZERO US SERVICES, LLC, PREZERO US, INC., and
12 Doe Defendants 1 through 50 are collectively referred to herein as "Defendants."

13 13. Defendants are and at all times herein mentioned were, (a) conducting business in
14 the County of San Bernardino State of California, and (b) the employer of Plaintiff consistent
15 with the California Labor Code and Industrial Welfare Commission Wage Orders ("Wage
16 Orders").

17 14. Plaintiff further alleges that Defendants, directly or indirectly controlled or
18 affected the working conditions, wages, working hours, and conditions of employment of
19 Plaintiff, the Class, and the Aggrieved Employees so as to make each of said Defendants
20 employers and employers jointly liable under the statutory provisions set forth herein.

21 **CLASS ACTION ALLEGATIONS**

22 15. Plaintiff brings the First through Eighth Causes of Action as a class action on his
23 own behalf and on behalf of all other members of the general public similarly situated, and, thus,
24 seeks class certification under Code of Civil Procedure section 382.

25 16. The proposed class is defined as follows: All current and former non-exempt
26 employees of any of the Defendants within the State of California at any time commencing four
27 (4) years preceding the filing of Plaintiff's complaint up until the time that notice of the certified
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1 class action is provided to the class (hereinafter referred to as the “Class” or “Class Members”).

2 17. Plaintiff reserves the right to establish other subclasses as appropriate.

3 18. The Class is ascertainable and there is a well-defined community of interest in the
4 litigation:

5 a. Numerosity: The Class Members are so numerous that joinder of all Class
6 Members is impracticable. The membership of the entire Class is unknown to
7 Plaintiff at this time; however, the Class is estimated to be over fifty (50)
8 individuals and the identity of such membership is readily ascertainable by
9 inspection of Defendants’ employment records.

10 b. Typicality: Plaintiff’s claims are typical of all other Class Members demonstrated
11 herein. Plaintiff will fairly and adequately protect the interests of the other Class
12 Members with whom he has a well-defined community of interest.

13 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class
14 Member, with whom he has a well-defined community of interest and typicality
15 of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to
16 the other Class Members. Plaintiff’s attorneys, the proposed class counsel, are
17 versed in the rules governing class action discovery, certification, and settlement.
18 Plaintiff has incurred, and during the pendency of this action will continue to
19 incur, costs and attorneys’ fees, that have been, are, and will be necessarily
20 expended for the prosecution of this action for the substantial benefit of each Class
21 Member.

22 d. Superiority: A class action is superior to other available methods for the fair and
23 efficient adjudication of this litigation because individual joinder of all Class
24 Members is impractical.

25 e. Public Policy Considerations: Certification of this lawsuit as a class action will
26 advance public policy objectives. Employers of this great state violate
27 employment and labor laws every day. Current employees are often afraid to
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1 assert their rights out of fear of direct or indirect retaliation. However, class
2 actions provide the Class Members who are not named in the complaint
3 anonymity that allows for the vindication of their rights.

4 f. Predominance: There are common questions of law and fact as to the Class that
5 predominate over questions affecting only individual members. The following
6 common questions of law or fact, among others, exist as to the members of the
7 Class:

- 8 i. Whether Defendants' failure to pay wages, without abatement, or
9 reduction, in accordance with the California Labor Code was willful;
- 10 ii. Whether Defendants had a corporate policy and practice of failing to pay
11 Plaintiff and the other Class Members for all hours worked, and missed,
12 short, late or interrupted meal periods and rest breaks in violation of
13 California law;
- 14 iii. Whether Defendants required Plaintiff and the other Class Members to
15 work more than eight (8) hours per day and/or more than forty (40) hours
16 per week and failed to pay the legally required overtime compensation to
17 Plaintiff and the other Class Members;
- 18 iv. Whether Defendants deprived Plaintiff and the other Class Members of
19 meal and/or rest periods or required Plaintiff and the other Class Members
20 to work during meal and/or rest periods without compensation;
- 21 v. Whether Defendants failed to pay meal period premium wages to Class
22 Members when they were not provided with a legally compliant meal
23 period;
- 24 vi. Whether Defendants failed to pay rest period premium wages to Class
25 Members when they were not authorized and permitted to take legally
26 compliant rest periods;
- 27 vii. Whether Defendants failed to pay minimum wages to Plaintiff and the
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- 1 other Class Members for all hours worked;
- 2 viii. Whether Defendants failed to pay Plaintiff and the other Class Members
- 3 the required minimum wage pursuant to California law;
- 4 ix. Whether Defendants failed to pay Plaintiff and the other Class Members
- 5 proper overtime compensation pursuant to California law;
- 6 x. Whether Defendants failed to pay all wages due to Plaintiff and the other
- 7 Class Members within the time required upon their discharge or
- 8 resignation from employment;
- 9 xi. Whether Defendants failed to reimburse Plaintiff and the other Class
- 10 Members for all necessary business-related expenses and costs in violation
- 11 of California Labor Code section 2802;
- 12 xii. Whether Defendants complied with wage reporting as required by the
- 13 California Labor Code, including section 226;
- 14 xiii. Whether Defendants' conduct was with malice, fraud or oppression;
- 15 xiv. Whether Defendants' conduct was willful or reckless;
- 16 xv. Whether Defendants engaged in unfair business practices in violation of
- 17 California Business & Professions Code section 17200, *et seq.* based on
- 18 their improper withholding of compensation and deduction of wages;
- 19 xvi. The appropriate amount of damages, restitution, and/or monetary penalties
- 20 resulting from Defendants' violation of California law; and
- 21 xvii. Whether Plaintiff and the other Class Members are entitled to
- 22 compensatory damages pursuant to the California Labor Code.

23 **GENERAL ALLEGATIONS**

24 19. Defendants are a recycling services company.

25 20. Defendants employed Plaintiff to work as a Forklift Operator from approximately

26 November 2016 to March 2020.

27 21. At all relevant times set forth herein, Defendants employed Plaintiff, the Class,

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1 and the Aggrieved Employees hourly-paid or non-exempt employees.

2 22. Throughout the time period involved in this case, Defendants, and each of them,
3 had the authority to hire and terminate Plaintiff, the Class, and the Aggrieved Employees; to
4 directly or indirectly control work rules, working conditions, wages, working hours, and
5 conditions of employment of Plaintiff, the Class, and the Aggrieved Employees; and to hire and
6 terminate the employment of Plaintiff, the Class, and the Aggrieved Employees.

7 23. At all times herein mentioned, Defendants were subject to the Labor Code of the
8 State of California and the applicable Industrial Welfare Commission Wage Orders.

9 24. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in
10 an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt
11 employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring
12 Plaintiff, the Class, and the Aggrieved Employees to work off the clock without compensation,
13 thereby failing to pay them for all hours worked, including minimum and overtime wages.
14 Defendants also implemented time rounding practices that resulted in the systematic
15 underpayment of wages to Plaintiff, the Class, and the Aggrieved Employees, including minimum
16 and overtime wages. Defendants also implemented policies that prohibited Plaintiff, the Class,
17 and the Aggrieved Employees from accurately recording the actual time worked, resulting in a
18 failure to pay Plaintiff, the Class, and the Aggrieved Employees all wages owed. In addition,
19 Defendants routinely failed to permit Plaintiff, the Class, and the Aggrieved Employees to take
20 timely and duty-free meal periods and rest periods in violation of California law. Defendants also
21 failed to reimburse Plaintiff, the Class, and the Aggrieved Employees for all necessary business-
22 related expenses.

23 25. Throughout the time period involved in this case, Defendants have implemented
24 policies and practices which failed to provide Plaintiff, the Class, and the Aggrieved Employees
25 with timely and duty-free meal periods. Defendants routinely failed to relieve Plaintiff, the Class,
26 and the Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish
27 control over Plaintiff, the Class, and the Aggrieved Employees during their meal periods,
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1 regularly failed to permit Plaintiff, the Class, and the Aggrieved Employees a reasonable
2 opportunity to take their meal periods, and regularly impeded or discouraged Plaintiff, the Class,
3 and the Aggrieved Employees from taking thirty (30) minute uninterrupted meal breaks no later
4 than the end of their fifth hour of work and/or from taking a second thirty (30) minute
5 uninterrupted meal break no later than their tenth hour of work for shifts lasting more than ten
6 (10) hours. Defendants also failed to maintain accurate records of meal periods taken by Plaintiff,
7 the Class, and the Aggrieved Employees.

8 26. Throughout the time period involved in this case, Defendants did not adequately
9 inform Plaintiff, the Class, and the Aggrieved Employees of their right to take meal periods under
10 California law. Moreover, Defendants systematically disregarded their own written policies
11 regarding the provision and timing of meal periods for Plaintiff, the Class, and the Aggrieved
12 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff, the Class,
13 and the Aggrieved Employees in a way the prohibited them from taking timely and duty-free meal
14 periods, and to require Plaintiff, the Class, and the Aggrieved Employees to work through their
15 meal periods, for which they were not compensated. Defendants required employees to carry and
16 monitor radios, cell phones, or communication devices at all times including during meal periods.

17 27. Throughout the time period involved in this case, Defendants failed to pay
18 Plaintiff, the Class, and the Aggrieved Employees premium wages for meal periods that were
19 missed, late, interrupted, or shortened in violation of California law. Defendants knew or should
20 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all
21 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal
22 period was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants
23 routinely failed to provide legally compliant meal periods to Plaintiff, the Class, and the
24 Aggrieved Employees, and routinely failed pay one additional hour of pay to Plaintiff, the Class,
25 and the Aggrieved Employees at their regular rate of pay when a meal period was missed, short,
26 late, and/or interrupted.

27 28. Throughout the time period involved in this case, Defendants have implemented
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1 policies and practices which prohibited Plaintiff, the Class, and the Aggrieved Employees from
2 taking timely and duty-free rest periods. Defendants regularly failed to provide, authorize, and
3 permit Plaintiff, the Class, and the Aggrieved Employees to take full, uninterrupted, off-duty rest
4 periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full,
5 uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to
6 make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each
7 work period.

8 29. Throughout the time period involved in this case, Defendants did not adequately
9 inform Plaintiff, the Class, and the Aggrieved Employees of their right to take rest periods under
10 California law. Moreover, Defendants systematically disregarded their own written policies
11 regarding the provision and timing of rest periods for Plaintiff, the Class, and the Aggrieved
12 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff, the Class,
13 and the Aggrieved Employees in a way that regularly prohibited them from taking timely and
14 duty-free rest periods, and to regularly require Plaintiff, the Class, and the Aggrieved Employees
15 to work through their rest periods. Defendants required employees to carry and monitor radios,
16 cell phones, or communication devices at all times, including during rest periods.

17 30. Throughout the time period involved in this case, Defendants failed to pay
18 Plaintiff, the Class, and the Aggrieved Employees premium wages for rest periods that were
19 missed, late, interrupted, or shortened in violation of California law. Defendants knew or should
20 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all
21 rest periods or payment of one additional hour of pay at their regular rate of pay when a rest period
22 was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely
23 failed to authorize and permit Plaintiff, the Class, and the Aggrieved Employees to take duty-free
24 rest periods, and failed to pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved
25 Employees at their regular rate of pay when a rest period was missed, short, late and/or
26 interrupted.

27 31. Throughout the time period involved in this case, Defendants regularly required
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1 Plaintiff, the Class, and the Aggrieved Employees to perform work off the clock. Although
2 Defendants prohibited overtime, Defendants still regularly required that Plaintiff, the Class, and
3 the Aggrieved Employees complete all of their assigned duties. To do so, Plaintiff, the Class, and
4 the Aggrieved Employees were regularly required to perform work off the clock for which they
5 were not compensated.

6 32. Throughout the time period involved in this case, Defendants employed a time
7 rounding policy that was not neutral and designed to consistently round time in Defendants' favor,
8 ensuring that Plaintiff, the Class, and the Aggrieved Employees were oftentimes not paid for all
9 time worked.

10 33. Throughout the time period involved in this case, Defendants implemented policies
11 that prohibited Plaintiff, the Class, and the Aggrieved Employees from accurately recording the
12 actual time worked, resulting in a failure to pay Plaintiff, the Class, and the Aggrieved Employees
13 all wages owed.

14 34. Throughout the time period involved in this case, Plaintiff, the Class, and the
15 Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a
16 week.

17 35. Throughout the time period involved in this case, Defendants regularly failed to
18 pay all overtime compensation owed to Plaintiff, the Class, and the Aggrieved Employees when
19 they worked in excess of eight (8) hours in a single work day and/or forty (40) hours in a single
20 work week, or in excess of twelve (12) hours in a single work day and/or eighty (80) hours in a
21 single work week. Defendants knew or should have known that Plaintiff, the Class, and the
22 Aggrieved Employees were entitled to receive certain wages for overtime compensation and that
23 they were not receiving wages for overtime compensation.

24 36. Throughout the time period involved in this case, Defendants failed to pay
25 overtime to Plaintiff, the Class, and the Aggrieved Employees for all overtime hours worked
26 based on regular rates of pay correctly calculated to include all applicable remuneration.

27 37. Throughout the time period involved in this case, Defendants regularly failed to
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1 pay Plaintiff, the Class, and the Aggrieved Employees at least minimum wages for all hours
2 worked. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved
3 Employees were entitled to receive at least minimum wages for all hours worked and that they
4 were not receiving at least minimum wages for all hours worked. Defendants' failure to pay
5 minimum wages included, *inter alia*, failing to pay Plaintiff, the Class, and the Aggrieved
6 Employees at the required minimum wage pursuant to California law, requiring Plaintiff, the
7 Class, and the Aggrieved Employees to perform work off the clock, implementing time rounding
8 policies that resulted in the systematic underpayment of wages to Plaintiff, the Class, and the
9 Aggrieved Employees.

10 38. Throughout the time period involved in this case, Defendants regularly failed to
11 pay Plaintiff, the Class, and the Aggrieved Employees all wages owed to them upon discharge or
12 resignation. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved
13 Employees were entitled to receive all wages owed to them upon termination within the time
14 permissible under California Labor Code section 202. Plaintiff, the Class, and the Aggrieved
15 Employees did not receive payment of all final wages owed to them upon discharge or resignation,
16 including overtime compensation and minimum wages within any time permissible under
17 California Labor Code section 202.

18 39. Throughout the time period involved in this case, Defendants regularly failed to
19 provide complete or accurate wage statements to Plaintiff, the Class, and the Aggrieved
20 Employees. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved
21 Employees were entitled to receive complete and accurate wage statements in accordance with
22 California law, but, in fact, they did not receive complete and accurate wage statements from
23 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours
24 worked, the actual gross wages earned and the correct rates of pay.

25 40. Throughout the time period involved in this case, Defendants regularly failed to
26 keep complete or accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees.
27 Defendants knew or should have known that Defendants were required keep complete and
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1 accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees in accordance with
2 California law, but, in fact, did not keep complete and accurate payroll records.

3 41. Throughout the time period involved in this case, Defendants regularly failed to
4 maintain accurate records relating to Plaintiff's, the Class', and the Aggrieved Employees' work
5 periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

6 42. Throughout the time period involved in this Case, Defendants failed to reimburse
7 Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related expenses,
8 including but not limited to the purchase of power tools. Defendants knew or should have known
9 that Defendants were required to reimburse Plaintiff, the Class, and the Aggrieved Employees for
10 all necessary business-related expenses and costs, but, in fact, failed to do so in violation of
11 California law.

12 43. Throughout the time period involved in this case, Defendants knew or should have
13 known that they had a duty to compensate Plaintiff, the Class, and the Aggrieved Employees
14 pursuant to California law. Defendants had the financial ability to pay such compensation, but
15 willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff, the
16 Class, and the Aggrieved Employees that they paid all wages owed to them, all in order to increase
17 Defendants' profits.

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

21 **FIRST CAUSE OF ACTION**

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

23 **(Against All Defendants)**

24 45. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
25 every allegation set forth above.

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

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

8 48. The applicable IWC Wage Order further provides that Defendants are and were
9 required to pay Plaintiff and the Class overtime compensation at a rate of two times their regular
10 rate of pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked
11 in excess of eight (8) hours on the seventh day of work in a workweek.

12 49. California Labor Code section 510 codifies the right to overtime compensation at
13 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
14 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
15 work, and no overtime compensation at twice the regular hourly rate for hours worked in excess
16 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

17 50. During the relevant time period, Plaintiff and the other Class Members regularly
18 worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

19 51. During the relevant time period, Defendants intentionally and willfully failed to
20 pay overtime wages owed to Plaintiff and the other Class Members.

21 52. Defendants' failure to pay Plaintiff and the other Class Members the unpaid
22 balance of overtime compensation, as required by California laws, violates the provisions of
23 California Labor Code sections 510 and 1198, and is therefore unlawful.

24 53. Pursuant to California Labor Code section 1194, Plaintiff and the other Class
25 Members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
26 attorneys' fees.

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1 60. During the relevant time period, Plaintiff and the other Class Members who were
2 scheduled to work for a period of time in excess of ten (10) hours were required to work for
3 periods longer than ten (10) hours without a second uninterrupted meal period of not less than
4 thirty (30) minutes.

5 61. During the relevant time period, Defendants intentionally and willfully required
6 Plaintiff and the other Class Members to miss their meal periods and to take meal periods that
7 were late, shortened, or interrupted, and failed to compensate Plaintiff and the other Class
8 Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

9 62. During the relevant time period, Defendants failed to pay Plaintiff and the other
10 Class Members the full meal period premiums due pursuant to California Labor Code section
11 226.7.

12 63. Defendants' conduct violates the applicable IWC Wage Order and California
13 Labor Code sections 226.7 and 512(a).

14 64. Pursuant to the applicable IWC Wage Order and California Labor Code section
15 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one
16 additional hour of pay at the employee's regular rate of compensation for each work day that the
17 meal period was not provided.

18 **THIRD CAUSE OF ACTION**

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

20 **(Against All Defendants)**

21 65. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
22 every allegation set forth above.

23 66. At all times herein set forth, the applicable IWC Wage Order and California Labor
24 Code section 226.7 were applicable to Plaintiff and the other Class Members' employment by
25 Defendants.

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

2 68. At all relevant times, the applicable IWC Wage Order provides that “[e]very
3 employer shall authorize and permit all employees to take rest periods, which insofar as
4 practicable shall be in the middle of each work period” and that the “rest period time shall be
5 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
6 hours or major fraction thereof unless the total daily work time is less than three and one-half
7 (3.5) hours.”

8 69. During the relevant time period, Defendants required Plaintiff and other Class
9 Members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
10 period per each four (4) hour period worked.

11 70. During the relevant time period, Defendants willfully required Plaintiff and the
12 other Class Members to work during rest periods, failed to allow Plaintiff and the other Class
13 Member to take any rest period and/or failed to authorize and permit Plaintiff and the other Class
14 Members to take uninterrupted, duty-free rest breaks.

15 71. During the relevant time period, Defendants failed to pay Plaintiff and the other
16 Class Members the full rest period premium due pursuant to California Labor Code section 226.7
17 for work performed during rest periods, and/or for failure to authorize and permit Plaintiff and
18 other Class Members from taking uninterrupted rest periods.

19 72. Defendants’ conduct violates applicable IWC Wage Orders and California Labor
20 Code section 226.7.

21 73. Pursuant to the applicable IWC Wage Orders and California Labor Code section
22 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one
23 additional hour of pay at the employees’ regular hourly rate of compensation for each work day
24 that the rest period was not provided.

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1 **FOURTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

3 **(Against All Defendants)**

4 74. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
5 every allegation set forth above.

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

9 76. During the relevant time period, Defendants regularly failed to pay minimum wage
10 to Plaintiff and the other Class Members as required pursuant to California Labor Code sections
11 1194, 1197, and 1197.1.

12 77. Defendants' failure to pay Plaintiff and the other Class Members the minimum
13 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
14 those sections, Plaintiff and the other Class Members are entitled to recover the unpaid balance
15 of their minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated
16 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

17 78. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class
18 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
19 unpaid and interest thereon.

20 **FIFTH CAUSE OF ACTION**

21 **(Violation of California Labor Code §§ 201, 202, 203)**

22 **(Against All Defendants)**

23 79. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
24 every allegation set forth above.

25 80. At all relevant times herein set forth, California Labor Code sections 201 and 202
26 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
27 discharge are due and payable immediately, and if an employee quits his or her employment, his
28

1 or her wages shall become due and payable not later seventy-two (72) hours thereafter, unless the
2 employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case
3 the employee is entitled to his or her wages at the time of quitting.

4 81. During the relevant time period, the employment of Plaintiff and many other Class
5 Members with Defendants ended, *i.e.* was terminated by quitting or discharge. Defendants
6 intentionally and willfully failed to pay Plaintiff and other Class Members who are no longer
7 employed by Defendants all of their wages, earned and unpaid, including but not limited to
8 minimum wages, straight time wages and overtime wages within seventy-two (72) hours of their
9 leaving Defendants' employ.

10 82. Defendants' failure to pay Plaintiff and other Class Members who are no longer
11 employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their
12 leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

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

17 84. Plaintiff and other Class Members who are no longer employed by Defendants are
18 entitled to recover from Defendants the statutory penalty wages for each day they were not paid,
19 up to a thirty (30) day maximum pursuant to California Labor Code section 203.

20 **SIXTH CAUSE OF ACTION**

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

22 **(Against All Defendants)**

23 85. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
24 every allegation set forth above.

25 86. At all material times set forth herein, California Labor Code section 226(a)
26 provides that every employer shall furnish each of his or her employees an accurate itemized
27 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3)
28

1 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
2 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
3 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates
4 of the period for which the employee is paid, (7) the name of the employee and his or her social
5 security number, (8) the name and address of the legal entity that is the employer, and (9) all
6 applicable hourly rates in effect during the pay period and the corresponding number of hours
7 worked at each hourly rate by the employee. The deductions made from payments of wages shall
8 be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and
9 a copy of the statement or a record of the deductions shall be kept on file by the employer for at
10 least three years at the place of employment or at a central location within the State of California.

11 87. Defendants have intentionally and willfully failed to provide Plaintiff and the
12 Class with complete and accurate wage statements. The deficiencies include, but are not limited
13 to the failure list the total number of hours worked, the actual gross wages earned and the correct
14 rates of pay.

15 88. Because of Defendants' violation of California Labor Code section 226(a),
16 Plaintiff and the Class have suffered injury and damage to their statutorily-protected rights.

17 89. More specifically, Plaintiff and the Class have been injured by Defendants'
18 intentional and willful violation of California Labor Code section 226(a) because they were
19 denied both their legal right to receive, and their protected interest in receiving, accurate and
20 itemized wage statements pursuant to California Labor Code section 226(a).

21 90. Plaintiff and the Class are entitled to recover from Defendants the greater of their
22 actual damages caused by Defendants' failure to comply with California Labor Code section
23 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

24 91. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance
25 with this section, pursuant to California Labor Code section 226(g).

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1 **SEVENTH CAUSE OF ACTION**

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

3 **(Against All Defendants)**

4 92. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
5 every allegation set forth above.

6 93. Pursuant to California Labor Code sections 2800 and 2802, an employer must
7 reimburse its employee for all necessary expenditures incurred by the employee in direct
8 consequence of the discharge of his or her job duties or in direct consequence of his or her job
9 duties or in direct consequence of his or her obedience to the directions of the employer.

10 94. Plaintiff and the Class incurred necessary business-related expenses and costs that
11 were not fully reimbursed by Defendants. Defendants' failure to reimburse for all necessary
12 business-related expenses and costs including their failure to reimburse Plaintiff and the Class for
13 costs incurred as a result of, including not limited, simple negligence.

14 95. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
15 Class for all necessary business-related expenses and costs. Plaintiff and the Class are entitled to
16 recover from Defendants their business-related expenses and costs incurred during the course and
17 scope of their employment, plus interest accrued from the date on which the employee incurred
18 the necessary expenditures at the same rate as judgments in civil actions in the State of California.

19 **EIGHTH CAUSE OF ACTION**

20 **(Violation of Cal. Business & Professions Code §§ 17200, et seq.)**

21 **(Against All Defendants)**

22 96. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
23 every allegation set forth above.

24 97. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
25 unlawful and harmful to Plaintiff and the Class, to the general public, and Defendants'
26 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest
27 within the meaning of Code of Civil Procedure section 1021.5.
28

1 98. Defendants' activities as alleged herein are violations of California law, and
2 constitute unlawful business acts and practices in violation of California Business & Professions
3 Code section 17200, *et seq.*

4 99. A violation of California Business & Professions Code section 17200, *et seq.* may
5 be predicated on the violation of any state or federal law. In this instant case, Defendants' policies
6 and practices of requiring employees, including Plaintiff and the Class, to work overtime without
7 paying them proper compensation violate California Labor Code sections 510 and 1198.
8 Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and
9 the Class, to work through their meal and rest periods without paying them proper compensation
10 violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policies and
11 practices of failing to timely pay wages to Plaintiff and the Class violate California Labor Code
12 sections 201, 202, 203 and 204.

13 100. Defendants also violated California Labor Code sections, 221, 226(a), 1194, 1197,
14 1197.1, 510, 1174(d), 2800 and 2802.

15 101. As a result of the herein described violations of California law, Defendants
16 unlawfully gained an unfair advantage over other businesses.

17 102. Plaintiff and the Class have been personally injured by Defendants' unlawful
18 business acts and practices as alleged herein, including but not necessarily limited to the loss of
19 money and/or property.

20 103. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
21 Plaintiff and the Class are entitled to restitution of the wages withheld and retained by Defendants
22 during a period that commences four years prior to the filing of this Complaint; an award of
23 attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable
24 laws; and an award of costs.

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1 **NINTH CAUSE OF ACTION**

2 **(Violation of California Labor Code § 2699, Et Seq.)**

3 **(Against All Defendants)**

4 104. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
5 every allegation set forth above.

6 105. Plaintiff brings his ninth cause of action as a representative action on behalf of
7 himself and similarly Aggrieved Employees in the capacity as a private attorney general pursuant
8 to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*
9 (“PAGA”).

10 106. PAGA specifically provides for a private right of action to recover civil penalties
11 for violations of the Labor Code as follows: “Notwithstanding any other provision of law, any
12 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
13 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
14 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through
15 a civil action brought by an aggrieved employee on behalf of himself or herself and other current
16 or former employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code §
17 2699(a).

18 107. Plaintiff was employed by Defendants and the Labor Code violations alleged above
19 were committed against him during his time of employment. Plaintiff is therefore, an “aggrieved
20 employee” under PAGA.

21 108. As set forth in detail above, during all times relevant to this Action, Defendant
22 has routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor
23 Codes by:

24 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
25 compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*

26 b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime
27 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
28

- 1 c. Failing to provide legally required meal periods to Plaintiff and the Aggrieved
2 Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional
3 hour of premium pay for meal period violations in violation of Labor Code §§
4 226.7 and 512.
- 5 d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to
6 take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved
7 Employees an additional hour of premium pay for rest period violations in
8 violation of Labor Code §§ 226.7 and 512.
- 9 e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at end of
10 their employment in violation of Labor Code § 203.
- 11 f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed
12 during employment in violation of Labor Code § 204.
- 13 g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate,
14 itemized wage statements in violation of Labor Code § 226.
- 15 h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved
16 Employees' work periods, meal periods, total daily hours, hours per pay period,
17 total wages and compensation, and applicable pay rates in violation of Labor Code
18 § 1174(d) and the applicable IWC Wage Order.
- 19 i. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary
20 business-related expenses in violation of Labor Code §§ 2800 and 2802.

21 109. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff,
22 individually and on behalf of the Aggrieved Employees and the State of California, requests and
23 is entitled to recover penalties against Defendants for the Labor Code violations described above,
24 including but not limited to penalties under California Code of Regulations Title section 11010,
25 penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and 1174.5,
26 and any and all additional penalties and sums as provided by the California Labor Code and/or
27 other statutes. The exact amount of the applicable penalties, in all, is in an amount to be shown
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1 according to proof at trial.

2 110. Plaintiff has exhausted his administrative remedies pursuant to Labor Code §
3 2699.3. On January 7, 2021, Plaintiff, through his counsel of record, by online filing with the Labor
4 and Workforce Development Agency (“LWDA”) and by certified mail to the Defendants, notified
5 Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders
6 that Defendants have violated, including the facts and theories to support the violations, and of
7 Plaintiff’s intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee
8 required under Labor Code § 2699.3. As of the filing of this Complaint, more than sixty-five (65)
9 days have elapsed since the mailing of Plaintiff’s January 7, 2021 notice, and the Labor and
10 Workforce Development Agency has not indicated that it intends to investigate the violations
11 discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties
12 for himself and other Aggrieved Employees pursuant to Labor Code § 2699.3.

13 111. Plaintiff was compelled to retain the services of counsel to file this court action to
14 protect his interests and the Aggrieved Employees, and to assess and collect the civil penalties
15 owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys’ fees and costs
16 pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

17 112. Plaintiff may amend this complaint as a matter of right pursuant to California
18 Labor Code § 2699.3 as this complaint has been filed within sixty days of the time periods
19 specified in Labor Code §2699.3.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general
22 public similarly situated, and as a private attorney general, prays for relief and judgment against
23 Defendants, jointly and severally, as follows:

24 **Class Certification**

- 25 1. That this action be certified as a class action;
- 26 2. That Plaintiff be appointed as the representative of the Class;
- 27 3. That counsel for Plaintiff be appointed as Class Counsel; and

1 4. That Defendants provide to Class Counsel immediately the names and most
2 current/last known contact information (address, e-mail and telephone numbers) of all class
3 members.

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

5 5. That the Court declare, adjudge and decree that Defendants violated California
6 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
7 all overtime wages due to Plaintiff and other Class Members;

8 6. For general unpaid wages at overtime wage rates and such general and special
9 damages as may be appropriate;

10 7. For pre-judgment interest on any unpaid overtime compensation commencing
11 from the date such amounts were due;

12 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
13 California Labor Code section 1194; and

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

15 **As to the Second Cause of Action**

16 10. That the Court declare, adjudge and decree that Defendants violated California
17 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
18 provide all meal periods (including second meal periods) to Plaintiff and the Class;

19 11. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at
20 each employee's regular rate of compensation for each workday that a meal period was not
21 provided;

22 12. For all actual, consequential, and incidental losses and damages, according to
23 proof;

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

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

27 15. For reasonable attorneys' fees and costs of suit incurred herein; and
28

1 16. For such other and further relief as the Court may deem just and proper.

2 **As to the Third Cause of Action**

3 17. That the Court declare, adjudge and decree that Defendants violated California
4 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest
5 periods to Plaintiff and the Class;

6 18. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at
7 each employee's regular rate of compensation for each workday that a rest period was not
8 provided;

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

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

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

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

15 **As to the Fourth Cause of Action**

16 23. That the Court declare, adjudge and decree that Defendants violated California
17 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
18 Plaintiff and the Class;

19 24. For general unpaid wages and such general and special damages as may be
20 appropriate;

21 25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
22 Plaintiff and the Class in the amount as may be established according to proof at trial;

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

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

27 28. For liquidated damages pursuant to California Labor Code section 1194.2; and
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29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

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

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

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and other Class Members who have left Defendants' employ;

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

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

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

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

37. For statutory penalties pursuant to California Labor Code section 226(e); and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the Class for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

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

41. For the imposition of civil penalties and/or statutory penalties;
42. For reasonable attorneys' fees and costs of suit incurred herein; and
43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the Class all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the Class, failing to pay at least minimum wages to Plaintiff and the Class, failing to pay Plaintiff's and other Class Members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 227.3, 1174(d), 2800, and 2802;

45. For restitution of unpaid wages to Plaintiff and the Class and all pre-judgment interest from the day such amounts were due and payable;

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

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

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

49. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

50. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor Code;

51. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor

1 Code and/or other applicable statutes; and

2 52. For such other relief as the Court deems just and proper.

3
4 Dated: March 17, 2021

PROTECTION LAW GROUP, LLP

5
6
7 By: 

Heather Davis
Amir Nayebdadash
Gregory B. Wilbur

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9 Attorneys for Plaintiff
10 JOE ALFRED ANDA
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DEMAND FOR TRIAL BY JURY

Plaintiff demands a trial by jury as to all causes of action triable by a jury.

Dated: March 17, 2021

PROTECTION LAW GROUP, LLP

By: 

Heather Davis
Amir Nayebdadash
Gregory B. Wilbur

Attorneys for Plaintiff
JOE ALFRED ANDA

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13 JOE ALFRED ANDA

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAR 17 2021

BY Nicole Cartwright
NICOLE CARTWRIGHT, DEPUTY

COPY

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9
10 COUNTY OF SAN BERNADINO

11 JOE ALFRED ANDA, individually and on
12 behalf of others similarly situated,

13 Plaintiff,

14 vs.

15 APOLLO SOUTHWEST, INC., a California
16 corporation; THE RESOURCE
17 MANAGEMENT GROUP INC., a California
18 corporation; PREZERO US SERVICES, LLC,
19 a Delaware limited liability company;
20 PREZERO US, INC., a Delaware corporation;
21 and DOES 1 through 50, inclusive,

22 Defendants.

Case No. CIVSB2028690

*Assigned for all purposes to: Honorable
David Cohn, Dept. S26*

PROOF OF SERVICE

Complaint Filed: December 29, 2020
Trial Date: None Set

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PROOF OF SERVICE

Anda v. Apollo Southwest, Inc., et al. - Case No.: CIVSB2028690

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 237 California Street, El Segundo, California 90245.

On March 17, 2021, I served the following document:

**FIRST AMENDED CLASS ACTION AND REPRESENTATIVE ACTION COMPLAINT
DEMAND FOR TRIAL BY JURY**

By placing a true copy thereof enclosed in a sealed envelope and deposited in the mail with postage thereon fully prepaid for UPS Next Day Air addressed as follows:

Apollo Southwest, Inc. a California corporation

Agent for Service of Process: Hernan De La Vega
4388 Serrano Drive
Jurupa Valley Ca 9175

The Resource Management Group, Inc. a California corporation

Agent for Service of Process: Hernan De La Vega
4388 Serrano Drive
Jurupa Valley Ca 91752

Prezero US Services, LLC, a Delaware limited liability company

Agent for Service of Process: Hernan De La Vega
4388 Serrano Drive
Jurupa Valley Ca 91752

Prezero US, Inc., a Delaware corporation

Agent for Service of Process: Hernan De La Vega
4388 Serrano Drive
Jurupa Valley Ca 91752

I deposited such envelope in the mail at El Segundo, California. I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 17, 2021, at El Segundo, California.



JENNIFER ONTIVEROS