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Attorneys for Plaintiffs,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET

JOSE TISCARENO, individually and on
behalf of other members of the general public
similarly situated; CRISTIAN
MARKOVICH, individually and on behalf of
other members of the general public similarly
situated, ADAM YANCY, individually, and
on behalf of other members of the general
public similarly situated; ANTHONY
SHELTON, individually, and on behalf of
other members of the general public similarly
situated; ISHAM ELDREGE, individually,
and on behalf of other members of the general
public similarly situated;

Plaintiffs,

vs.

BROADWAY TYPEWRITER COMPANY,
INC. DBA AREY JONES EDUCATIONAL
SOLUTIONS, a California corporation; and
DOES 1 through 100, inclusive,

Defendant.

Case No. BC695668

Judge: Hon. Carolyn Kuhl, Department: 12

CLASS ACTION

**THIRD AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);

- 1 (6) Violation of California Labor Code
2 § 204 (Wages Not Timely Paid During
3 Employment);
4 (7) Violation of California Labor Code §
5 226(a) (Non-Compliant Wage
6 Statements);
7 (8) Violation of California Labor Code
8 § 1174(d) (Failure To Keep Requisite
9 Payroll Records);
10 (9) Violation of California Labor Code §§
11 2800 and 2802 (Unreimbursed
12 Business Expenses);
13 (10) Violation of California Business &
14 Professions Code §§ 17200, et seq.
15 (11) Violation of California Labor Code
16 §2698 et. seq
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Complaint Filed: February 28, 2018
Jury Trial Date: None Set

1 COME NOW, Plaintiffs JOSE TISCARENO ("Plaintiff TISCARENO"), CRISTIAN
2 MARKOVICH ("Plaintiff MARKOVICH"), ADAM YANCY ("Plaintiff YANCY"),
3 ANTHONY SHELTON ("Plaintiff SHELTON"), ISHAM ELDREGE ("Plaintiff ELDREGE"
4 and collectively with Plaintiffs TISCARENO, MARKOVICH, YANCY, SHELTON and
5 EDREGE as "Plaintiffs"), individually, and on behalf of other members of the general public
6 similarly situated, and allege as follows:

7 **JURISDICTION AND VENUE**

8 1. This class action is brought pursuant to the California Code of Civil Procedure
9 section 382. The monetary damages and restitution sought by Plaintiffs exceeds the minimal
10 jurisdiction limits of the Superior Court and will be established according to proof at trial.

11 2. This Court has jurisdiction over this action pursuant to the California Constitution,
12 Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes"
13 except those given by statute to other courts. The statutes under which this action is brought do
14 not specify any other basis for jurisdiction.

15 3. This Court has jurisdiction over Defendant because, upon information and belief,
16 Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise
17 intentionally avails itself of the California market so as to render the exercise of jurisdiction over
18 it by the California courts consistent with traditional notions of fair play and substantial justice.

19 4. Venue is proper in this Court because, upon information and belief, Defendant
20 maintains offices, has agents, and/or transacts business in the State of California, County of Los
21 Angeles. The majority of acts and omissions alleged herein relating to Plaintiffs and the other
22 class members took place in the State of California, including the County of Los Angeles.

23 **PARTIES**

24 5. Plaintiff JOSE TISCARENO is an individual residing in the State of California,
25 County of Los Angeles.

26 6. Plaintiff CRISTIAN MARKOVICH is an individual residing in the State of
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1 California, County of Los Angeles.

2 7. Plaintiff ADAM YANCY is an individual residing in the State of California,
3 County of Los Angeles.

4 8. Plaintiff ANTHONY SHELTON is an individual residing in the State of
5 California, County of Los Angeles.

6 9. Plaintiff ISHAM ELDREGE is an individual residing in the State of California,
7 County of Los Angeles.

8 10. Defendant BROADWAY TYPEWRITER COMPANY, INC. DBA AREY
9 JONES EDUCATIONAL SOLUTIONS, at all times herein mentioned, was and is, upon
10 information and belief, a California corporation, and at all times herein mentioned, an employer
11 whose employees are engaged throughout the State of California, including the County of Los
12 Angeles.

13 11. At all relevant times, Defendant BROADWAY TYPEWRITER COMPANY,
14 INC. DBA AREY JONES EDUCATIONAL SOLUTIONS and was the "employer" of Plaintiffs
15 within the meaning of all applicable California state laws and statutes.

16 12. At all times herein relevant, Defendants BROADWAY TYPEWRITER
17 COMPANY, INC. DBA AREY JONES EDUCATIONAL SOLUTIONS and DOES 1 through
18 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives,
19 servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at
20 all times relevant hereto were acting within the course and scope of their authority as such agents,
21 partners, joint venturers, joint employers, representatives, servants, employees, successors, co-
22 conspirators and assigns, and all acts or omissions alleged herein were duly committed with the
23 ratification, knowledge, permission, encouragement, authorization and consent of each defendant
24 designated herein.

25 13. The true names and capacities, whether corporate, associate, individual or
26 otherwise, of defendants DOES 1 through I 00, inclusive, are unknown to Plaintiffs who sue said
27 defendants by such fictitious names. Plaintiffs are informed and believe, and based on that
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1 information and belief alleges, that each of the defendants designated as a DOE is legally
2 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
3 the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint.
4 Plaintiffs will seek leave of court to amend this Complaint to show the true names and capacities
5 when the same have been ascertained.

6 14. Defendants BROADWAY TYPEWRITER COMPANY, INC. DBA AREY
7 JONES EDUCATIONAL SOLUTIONS and DOES 1 through 100 will hereinafter collectively
8 be referred to as "Defendants."

9 15. Plaintiffs further allege that Defendants directly or indirectly controlled or affected
10 the working conditions, wages, working hours, and conditions of employment of Plaintiffs and
11 the other class members so as to make each of said defendants employers and employers liable
12 under the statutory provisions set forth herein.

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14 **CLASS ACTION ALLEGATIONS**

15 16. Plaintiffs bring this action on their own behalf and on behalf of all other members
16 of the general public similarly situated, and, thus, seeks class certification under Code of Civil
17 Procedure section 382.

18 17. The proposed class is defined as follows:

19 All current and former hourly-paid or non-exempt individuals employed by any of
20 the Defendants within the State of California at any time during the period from
21 February 28, 2014 to final judgment.

22 18. Plaintiffs reserve the right to establish subclasses as appropriate.

23 19. The class is ascertainable and there is a well-defined community of interest in the
24 litigation:

- 25 a. Numerosity: The class members are so numerous that joinder of all class members is
26 impracticable. The membership of the entire class is unknown to Plaintiffs at this time;
27 however, the class is estimated to be greater than fifty (50) individuals and the identity
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1 of such membership is readily ascertainable by inspection of Defendants' employment
2 records.

3 b. Typicality: Plaintiffs' claims are typical of all other class members' as demonstrated
4 herein. Plaintiffs will fairly and adequately protect the interests of the other class
5 members with whom he has a well-defined community of interest.

6 c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each class
7 member, with whom they have a well-defined community of interest and typicality of
8 claims, as demonstrated herein. Plaintiffs have no interest that is antagonistic to the
9 other class members. Plaintiffs' attorneys, the proposed class counsel, are versed in the
10 rules governing class action discovery, certification, and settlement. Plaintiffs have
11 incurred, and during the pendency of this action will continue to incur, costs and
12 attorneys' fees, that have been, are, and will be necessarily expended for the prosecution
13 of this action for the substantial benefit of each class member.

14 d. Superiority: A class action is superior to other available methods for the fair and
15 efficient adjudication of this litigation because individual joinder of all class members
16 is impractical.

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

22 20. There are common questions of law and fact as to the class members that
23 predominate over questions affecting only individual members. The following common questions
24 of law or fact, among others, exist as to the members of the class:

25 a. Whether Defendants' failure to pay wages, without abatement or reduction, in
26 accordance with the California Labor Code, was willful;
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- 1 b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-
2 paid or non-exempt employees within the State of California for all hours worked and
3 missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks
4 in violation of California law;
- 5 c. Whether Defendants required Plaintiffs and the other class members to work over eight
6 (8) hours per day and/or over forty (40) hours per week and failed to pay the legally
7 required overtime compensation to Plaintiffs and the other class members;
- 8 d. Whether Defendants deprived Plaintiffs and the other class members of meal and/or
9 rest periods or required Plaintiffs and the other class members to work during meal
10 and/or rest periods without compensation;
- 11 e. Whether Defendants failed to pay minimum wages to Plaintiffs and the other class
12 members for all hours worked;
- 13 f. Whether Defendants failed to pay all wages due to Plaintiffs and the other class
14 members within the required time upon their discharge or resignation;
- 15 g. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other class
16 members during their employment;
- 17 h. Whether Defendants complied with wage reporting as required by the California Labor
18 Code, including, inter alia, section 226;
- 19 i. Whether Defendants kept complete and accurate payroll records as required by the
20 California Labor Code, including, inter alia, section 1174(d);
- 21 j. Whether Defendants failed to reimburse Plaintiffs and the other class members for
22 necessary business-related expenses and costs;
- 23 k. Whether Defendants' conduct was willful or reckless;
- 24 l. Whether Defendants engaged in unfair business practices in violation of California
25 Business & Professions Code section 17200, et seq.;
- 26 m. The appropriate amount of damages, restitution, and/or monetary penalties resulting
27 from Defendants' violation of California law; and Whether Plaintiffs and the other class
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1 members are entitled to compensatory damages pursuant to the California Labor Code.

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3 **GENERAL ALLEGATIONS**

4 21. At all relevant times set forth herein, Defendants employed Plaintiffs and other
5 persons as hourly-paid or non-exempt employees within the State of California, including the
6 County of Los Angeles.

7 22. Defendants, jointly and severally, employed Plaintiff TISCARENO as an hourly-
8 paid, non-exempt employee from approximately March 2014 to approximately June 2014, in the
9 State of California, County of Los Angeles.

10 23. Defendants, jointly and severally, employed Plaintiff MARKOVICH as an hourly-
11 paid, non-exempt employee from approximately October 2014 to approximately July 2015, in the
12 State of California, County of Los Angeles.

13 24. Defendants, jointly and severally, employed Plaintiff YANCY as an hourly-paid,
14 non-exempt employee, from approximately June 2014 to approximately September 2015, in the
15 State of California, County of Los Angeles.

16 25. Defendants, jointly and severally, employed Plaintiff SHELTON as an hourly-
17 paid, non-exempt employee, from approximately November 2014 to approximately September
18 2015, in the State of California, County of Los Angeles.

19 26. Defendants, jointly and severally, employed Plaintiff ELDREGE as an hourly-
20 paid, non-exempt employee, from approximately October 2014 to approximately July 2017, in
21 the State of California, County of Los Angeles.

22 27. Defendants hired Plaintiffs and the other class members and classified them as
23 hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and
24 missed meal periods and/or rest breaks.

25 28. Defendants had the authority to hire and terminate Plaintiffs and the other class
26 members, to set work rules and conditions governing Plaintiffs' and the other class members'
27 employment, and to supervise their daily employment activities.

1 29. Defendants exercised sufficient authority over the terms and conditions of
2 Plaintiffs' and the other class members' employment for them to be joint employers of Plaintiffs
3 and the other class members.

4 30. Defendants directly hired and paid wages and benefits to Plaintiffs and the other
5 class members.

6 31. Defendants continue to employ hourly-paid or non-exempt employees within the
7 State of California.

8 32. Plaintiffs and the other class members worked over eight (8) hours in a day, and/or
9 forty (40) hours in a week during their employment with Defendants.

10 33. Plaintiffs are informed and believe, and based thereon allege, that Defendants
11 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
12 employees within the State of California. This pattern and practice involved, inter alia, failing to
13 pay them for all regular and/or overtime wages earned and for missed meal periods and rest breaks
14 in violation of California law.

15 34. Plaintiffs are informed and believe, and based thereon allege, that Defendants
16 knew or should have known that Plaintiffs and the other class members were entitled to receive
17 certain wages for overtime compensation and that they were not receiving accurate overtime
18 compensation for all overtime hours worked.

19 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants
20 failed to provide Plaintiffs and the other class members all required rest and meal periods during
21 the relevant time period as required under the Industrial Welfare Commission Wage Orders and
22 thus they are entitled to any and all applicable penalties.

23 36. Plaintiffs are informed and believe, and based thereon allege, that Defendants
24 knew or should have known that Plaintiffs and the other class members were entitled to receive
25 all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class
26 member's regular rate of pay when a meal period was missed, and they did not receive all meal
27 periods or payment of one additional hour of pay at Plaintiffs' and the other class member's regular
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1 rate of pay when a meal period was missed.

2 37. Plaintiffs are informed and believe, and based thereon allege, that Defendants
3 knew or should have known that Plaintiffs and the other class members were entitled to receive
4 all rest periods or payment of one additional hour of pay at Plaintiffs' and the other class member's
5 regular rate of pay when a rest period was missed, and they did not receive all rest periods or
6 payment of one additional hour of pay at Plaintiffs' and the other class members' regular rate of
7 pay when a rest period was missed.

8 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants
9 knew or should have known that Plaintiffs and the other class members were entitled to receive
10 at least minimum wages for compensation and that they were not receiving at least minimum
11 wages for all hours worked.

12 39. Plaintiffs are informed and believe, and based thereon allege, that Defendants
13 knew or should have known that Plaintiffs and the other class members were entitled to receive
14 all wages owed to them upon discharge or resignation, including overtime and minimum wages
15 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to them
16 at the time of their discharge or resignation.

17 40. Plaintiffs are informed and believe, and based thereon allege, that Defendants
18 knew or should have known that Plaintiffs and the other class members were entitled to receive
19 all wages owed to them during their employment. Plaintiffs and the other class members did not
20 receive payment of all wages, including overtime and minimum wages and meal and rest period
21 premiums, within any time permissible under California Labor Code section 204.

22 41. Plaintiffs are informed and believe, and based thereon allege, that Defendants
23 knew or should have known that Plaintiffs and the other class members were entitled to receive
24 complete and accurate wage statements in accordance with California law, but, in fact, they did
25 not receive complete and accurate wage statements from Defendants. The deficiencies included,
26 inter alia, the failure to include the total number of hours worked by Plaintiffs and the other class
27 members.

1 42. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 knew or should have known that Defendants had to keep complete and accurate payroll records
3 for Plaintiffs and the other class members in accordance with California law, but, in fact, did not
4 keep complete and accurate payroll records.

5 43. Plaintiffs are informed and believe, and based thereon allege, that Defendants
6 knew or should have known that Plaintiffs and the other class members were entitled to
7 reimbursement for necessary business-related expenses.

8 44. Plaintiffs are informed and believe, and based thereon allege, that Defendants
9 knew or should have known that they had a duty to compensate Plaintiffs and the other class
10 members pursuant to California law, and that Defendants had the financial ability to pay such
11 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented
12 to Plaintiffs and the other class members that they were properly denied wages, all in order to
13 increase Defendants' profits.

14 45. During the relevant time period, Defendants failed to pay overtime wages to
15 Plaintiffs and the other class members for all overtime hours worked. Plaintiffs and the other class
16 members were required to work more than eight (8) hours per day and/or forty (40) hours per
17 week without overtime compensation for all overtime hours worked.

18 46. During the relevant time period, Defendants failed to provide all requisite
19 uninterrupted meal and rest periods to Plaintiffs and the other class members.

20 47. During the relevant time period, Defendants failed to pay Plaintiffs and the other
21 class members at least minimum wages for all hours worked.

22 48. During the relevant time period, Defendants failed to pay Plaintiffs and the other
23 class members all wages owed to them upon discharge or resignation.

24 49. During the relevant time period, Defendants failed to pay Plaintiffs and the other
25 class members all wages within any time permissible under California law, including, inter alia,
26 California Labor Code section 204.

27 50. During the relevant time period, Defendants failed to provide complete or accurate
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1 wage statements to Plaintiffs and the other class members.

2 51. During the relevant time period, Defendants failed to keep complete or accurate
3 payroll records for Plaintiffs and the other class members.

4 52. During the relevant time period, Defendants failed to reimburse Plaintiffs and the
5 other class members for all necessary business-related expenses and costs.

6 53. During the relevant time period, Defendants failed to properly compensate
7 Plaintiffs and the other class members pursuant to California law in order to increase Defendants'
8 profits.

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

12 **FIRST CAUSE OF ACTION**

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

14 **(Against BROADWAY TYPEWRITER COMPANY, INC. DBA AREY JONES**

15 **EDUCATIONAL SOLUTIONS and DOES 1 through 100)**

16 55. Plaintiffs MARKOVICH, YANCY, SHELTON, and ELDREGE incorporate by
17 reference the allegations contained in Paragraphs I through 54, and each and every part thereof
18 with the same force and effect as though fully set forth herein.

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

23 57. Specifically, the applicable IWC Wage Order provides that Defendants are and
24 were required to pay Plaintiffs MARKOVICH, YANCY, SHELTON, ELDREGE and the other
25 class members employed by Defendants, and working more than eight (8) hours in a day or more
26 than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in
27 excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

58. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiffs MARKOVICH, YANCY, SHELTON, ELDREGE and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

59. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

60. During the relevant time period, Plaintiffs MARKOVICH, YANCY, SHELTON, ELDREGE and the other class members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

61. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiffs MARKOVICH, YANCY, SHELTON, ELDREGE and the other class members.

62. Defendants' failure to pay Plaintiffs MARKOVICH, YANCY, SHELTON, ELDREGE and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

63. Pursuant to California Labor Code section 1194, Plaintiffs MARKOVICH, YANCY, SHELTON, ELDREGE and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against BROADWAY TYPEWRITER COMPANY, INC. DBA AREY JONES

EDUCATIONAL SOLUTIONS and DOES 1 through 100)

64. Plaintiffs MARKOVICH, YANCY, SHELTON, and ELDREGE incorporate by

1 reference the allegations contained in paragraphs 1 through 63, and each and every part thereof
2 with the same force and effect as though fully set forth herein.

3 65. At all relevant times, the JWC Order and California Labor Code sections 226.7
4 and 512(a) were applicable to Plaintiff MARKOVICH's, Plaintiff YANCY's, Plaintiff
5 SHELTON's, Plaintiff ELDREGE's and the other class members' employment by Defendants.

6 66. At all relevant times, California Labor Code section 226. 7 provides that no
7 employer shall require an employee to work during any meal or rest period mandated by an
8 applicable order of the California IWC.

9 67. At all relevant times, the applicable IWC Wage Order and California Labor Code
10 section 512(a) provide that an employer may not require, cause or permit an employee to work
11 for a work period of more than five (5) hours per day without providing the employee with a meal
12 period of not less than thirty (30) minutes, except that if the total work period per day of the
13 employee is no more than six (6) hours, the meal period may be waived by mutual consent of
14 both the employer and employee.

15 68. At all relevant times, the applicable IWC Wage Order and California Labor Code
16 section 512(a) further provide that an employer may not require, cause or permit an employee to
17 work for a work period of more than ten (10) hours per day without providing the employee with
18 a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total
19 hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual
20 consent of the employer and the employee only if the first meal period was not waived.

21 69. During the relevant time period, Plaintiffs MARKOVICH, YANCY, SHELTON,
22 ELDREGE and the other class members who were scheduled to work for a period of time no
23 longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual
24 consent, were required to work for periods longer than five (5) hours without an uninterrupted
25 meal period of not less than thirty (30) minutes and/or rest period.

26 70. During the relevant time period, Plaintiffs MARKOVICH, YANCY, SHELTON,
27 ELDREGE and the other class members who were scheduled to work for a period of time in
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1 excess of six (6) hours were required to work for periods longer than five (5) hours without an
2 uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

3 71. During the relevant time period, Defendants intentionally and willfully required
4 Plaintiffs MARKOVICH, YANCY, SHELTON, ELDREGE and the other class members to work
5 during meal periods and failed to compensate Plaintiffs MARKOVICH, YANCY, SHELTON,
6 ELDREGE and the other class members the full meal period premium for work performed during
7 meal periods.

8 72. During the relevant time period, Defendants failed to pay Plaintiffs
9 MARKOVICH, YANCY, SHELTON, ELDREGE and the other class members the full meal
10 period premium due pursuant to California Labor Code section 226.7.

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

13 74. Pursuant to applicable IWC Wage Order and California Labor Code section
14 226.7(b), Plaintiffs MARKOVICH, YANCY, SHELTON, ELDREGE and the other class
15 members are entitled to recover from Defendants one additional hour of pay at the employee's
16 regular rate of compensation for each work day that the meal or rest period is not provided.

17 **THIRD CAUSE OF ACTION**

18 **(Violation of California Labor Code § 226. 7)**

19 **(Against BROADWAY TYPEWRITER COMPANY, INC. DBA AREY JONES**

20 **EDUCATIONAL SOLUTIONS and DOES 1 through 100)**

21 75. Plaintiffs MARKOVICH, YANCY, SHELTON, and ELDREGE incorporate by
22 reference the allegations contained in paragraphs 1 through 74, and each and every part thereof
23 with the same force and effect as though fully set forth herein.

24 76. At all times herein set forth, the applicable IWC Wage Order and California Labor
25 Code section 226.7 were applicable to Plaintiff MARKOVICH's, YANCY's, SHELTON's,
26 ELDREGE's and the other class members' employment by Defendants.

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

3 78. At all relevant times, the applicable IWC Wage Order provides that "[e]very
4 employer shall authorize and permit all employees to take rest periods, which insofar as
5 practicable shall be in the middle of each work period" and that the "rest period time shall be
6 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours
7 or major fraction thereof unless the total daily work time is less than three and one-half (3 ½)
8 hours.

9 79. During the relevant time period, Defendants required Plaintiffs MARKOVICH,
10 YANCY, SHELTON, and ELDREGE and other class members to work four (4) or more hours
11 without authorizing or permitting a ten (10) minute rest period per each four (4) hour period
12 worked.

13 80. During the relevant time period, Defendants willfully required Plaintiffs
14 MARKOVICH, YANCY, SHELTON, and ELDREGE and the other class members to work
15 during rest periods and failed to pay Plaintiffs MARKOVICH, YANCY, SHELTON, and
16 ELDREGE and the other class members the full rest period premium for work performed during
17 rest periods.

18 81. During the relevant time period, Defendants failed to pay Plaintiffs
19 MARKOVICH, YANCY, SHELTON, and ELDREGE and the other class members the full rest
20 period premium due pursuant to California Labor Code section 226.7

21 82. Defendants' conduct violates applicable IWC Wage Orders and California Labor
22 Code section 226.7.

23 83. Pursuant to the applicable IWC Wage Orders and California Labor Code section
24 226.7(6), Plaintiffs MARKOVICH, YANCY, SHELTON, and ELDREGE and the other class
25 members are entitled to recover from Defendants one additional hour of pay at the employees'
26 regular hourly rate of compensation for each work day 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 BROADWAY TYPEWRITER COMPANY, INC. DBA AREY JONES

4 EDUCATIONAL SOLUTIONS and DOES 1 through 100)

5 84. Plaintiffs MARKOVICH, YANCY, SHELTON, and ELDREGE incorporate by
6 reference the allegations contained in paragraphs 1 through 83, and each and every part thereof
7 with the same force and effect as though fully set forth herein.

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

11 86. During the relevant time period, Defendants failed to pay minimum wage to
12 Plaintiffs MARKOVICH, YANCY, SHELTON, and ELDREGE and the other class members as
13 required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

14 87. Defendants' failure to pay Plaintiffs MARKOVICH, YANCY, SHELTON, and
15 ELDREGE and the other class members the minimum wage as required violates California Labor
16 Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiffs MARKOVICH,
17 YANCY, SHELTON, and ELDREGE and the other class members are entitled to recover the
18 unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's
19 fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest
20 thereon.

21 88. Pursuant to California Labor Code section 1197.1, Plaintiffs MARKOVICH,
22 YANCY, SHELTON, and ELDREGE and the other class members are entitled to recover a
23 penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and
24 \$250.00 for each subsequent failure to pay each employee minimum wages.

25 89. Pursuant to California Labor Code section 1194.2, Plaintiffs MARKOVICH,
26 YANCY, SHELTON, and ELDREGE and the other class members are entitled to recover
27 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.
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1 **FIFTH CAUSE OF ACTION**

2 (Violation of California Labor Code §§ 201 and 202)

3 (Against **BROADWAY TYPEWRITER COMP ANY, INC. DBA AREY JONES**

4 **EDUCATIONAL SOLUTIONS and DOES 1 through 100)**

5 90. Plaintiffs MARKOVICH, YANCY, SHELTON, and ELDREGE incorporate by
6 reference the allegations contained in paragraphs 1 through 89, and each and every part thereof
7 with the same force and effect as though fully set forth herein.

8 91. At all relevant times herein set forth, California Labor Code sections 201 and 202
9 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
10 discharge are due and payable immediately, and if an employee quits his or her employment, his
11 or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless
12 the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which
13 case the employee is entitled to his or her wages at the time of quitting.

14 92. During the relevant time period, Defendants intentionally and willfully failed to
15 pay Plaintiffs MARKOVICH, YANCY, SHELTON, and ELDREGE and the other class members
16 who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two
17 (72) hours of their leaving Defendants' employ.

18 93. Defendants' failure to pay Plaintiffs MARKOVICH, YANCY, SHELTON, and
19 ELDREGE and the other class members who are no longer employed by Defendants' their wages,
20 earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in
21 violation of California Labor Code sections 201 and 202.

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

26 95. Plaintiffs MARKOVICH, YANCY, SHELTON, and ELDREGE and the other
27 class members are entitled to recover from Defendants the statutory penalty wages for each day
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1 they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section
2 203.

3 **SIXTH CAUSE OF ACTION**

4 **(Violation of California Labor Code § 204)**

5 **(Against BROADWAY TYPEWRITER COMPANY, INC. OBA AREY JONES**

6 **EDUCATIONAL SOLUTIONS and DOES 1 through 100)**

7 96. Plaintiffs MARKOVICH, YANCY, SHELTON, and ELDREGE incorporate by
8 reference the allegations contained in paragraphs 1 through 95, and each and every part thereof
9 with the same force and effect as though fully set forth herein.

10 97. At all times herein set forth, California Labor Code section 204 provides that all
11 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
12 calendar month, other than those wages due upon termination of an employee, are due and payable
13 between the 16th and the 26th day of the month during which the labor was performed.

14 98. At all times herein set forth, California Labor Code section 204 provides that all
15 wages earned by any person in any employment between the 16th and the last day, inclusive, of
16 any calendar month, other than those wages due upon termination of an employee, are due and
17 payable between the 1st and the 10th day of the following month.

18 99. At all times herein set forth, California Labor Code section 204 provides that all
19 wages earned for labor in excess of the normal work period shall be paid no later than the payday
20 for the next regular payroll period.

21 100. During the relevant time period, Defendants intentionally and willfully failed to
22 pay Plaintiffs MARKOVICH, YANCY, SHELTON, and ELDREGE and the other class members
23 all wages due to them, within any time period permissible under California Labor Code section
24 204.

25 101. Plaintiffs MARKOVICH, YANCY, SHELTON, and ELDREGE and the other
26 class members are entitled to recover all remedies available for violations of California Labor
27 Code section 204.

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1 have suffered injury and damage to their statutorily-protected rights.

2 106. More specifically, Plaintiffs MARKOVICH, YANCY, SHELTON, and
3 ELDREGE and the other class members have been injured by Defendants' intentional and willful
4 violation of California Labor Code section 226(a) because they were denied both their legal right
5 to receive, and their protected interest in receiving, accurate and itemized wage statements
6 pursuant to California Labor Code section 226(a).

7 107. Plaintiffs MARKOVICH, YANCY, SHELTON, and ELDREGE and the other
8 class members are entitled to recover from Defendants the greater of their actual damages caused
9 by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate
10 penalty not exceeding four thousand dollars per employee.

11 108. Plaintiffs MARKOVICH, YANCY, SHELTON, and ELDREGE and the other
12 class members are also entitled to injunctive relief to ensure compliance with this section,
13 pursuant to California Labor Code section 226(h).

14 **EIGHTH CAUSE OF ACTION**

15 **(Violation of California Labor Code§ 1174(d))**

16 **(Against BROADWAY TYPEWRITER COMPANY, INC. DBA AREY JONES**

17 **EDUCATIONAL SOLUTIONS and DOES 1 through 100)**

18 109. Plaintiffs MARKOVICH, YANCY, SHELTON, and ELDREGE incorporate by
19 reference the allegations contained in paragraphs 1 through 108, and each and every part thereof
20 with the same force and effect as though fully set forth herein.

21 110. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
22 central location in the state or at the plants or establishments at which employees are employed,
23 payroll records showing the hours worked daily by and the wages paid to, and the number of
24 piece-rate units earned by and any applicable piece rate paid to, employees employed at the
25 respective plants or establishments. These records shall be kept in accordance with rules
26 established for this purpose by the commission, but in any case shall be kept on file for not less
27 than two years.

1 111. Defendants have intentionally and willfully failed to keep accurate and complete
2 payroll records showing the hours worked daily and the wages paid, to Plaintiffs MARKOVICH,
3 YANCY, SHELTON, and ELDREGE and the other class members.

4 112. As a result of Defendants' violation of California Labor Code section 1174(d),
5 Plaintiffs MARKOVICH, YANCY, SHELTON, and ELDREGE and the other class members
6 have suffered injury and damage to their statutorily-protected rights.

7 113. More specifically, Plaintiffs MARKOVICH, YANCY, SHELTON, and
8 ELDREGE and the other class members have been injured by Defendants' intentional and willful
9 violation of California Labor Code section 1174(d) because they were denied both their legal
10 right and protected interest, in having available, accurate and complete payroll records pursuant
11 to California Labor Code section 1174(d).

12 **NINTH CAUSE OF ACTION**

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

14 **(Against BROADWAY TYPEWRITER COMPANY, INC. DBA AREY JONES**

15 **EDUCATIONAL SOLUTIONS and DOES 1 through 100)**

16 114. Plaintiffs MARKOVICH, YANCY, SHELTON, and ELDREGE incorporate by
17 reference the allegations contained in paragraphs 1 through 113, and each and every part thereof
18 with the same force and effect as though fully set forth herein.

19 115. Pursuant to California Labor Code sections 2800 and 2802, an employer must
20 reimburse its employee for all necessary expenditures incurred by the employee in direct
21 consequence of the discharge of his or her job duties or in direct consequence of his or her job
22 duties or in direct consequence of his or her obedience to the directions of the employer.

23 116. Plaintiffs MARKOVICH, YANCY, SHELTON, and ELDREGE and the other
24 class members incurred necessary business-related expenses and costs that were not fully
25 reimbursed by Defendants.

26 117. Defendants have intentionally and willfully failed to reimburse Plaintiffs
27 MARKOVICH, YANCY, SHELTON, and ELDREGE and the other class members for all
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1 necessary business-related expenses and costs.

2 118. Plaintiffs MARKOVICH, YANCY, SHELTON, and ELDREGE and the other
3 class members are entitled to recover from Defendants their business-related expenses and costs
4 incurred during the course and scope of their employment, plus interest accrued from the date on
5 which the employee incurred the necessary expenditures at the same rate as judgments in civil
6 actions in the State of California.

7 **TENTH CAUSE OF ACTION**

8 **(Violation of California Business & Professions Code §§ 17200, et seq.)**

9 **(Against BROADWAY TYPEWRITER COMPANY, INC. DBA AREY JONES**

10 **EDUCATIONAL SOLUTIONS and DOES 1 through 100)**

11 119. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
12 through 118, and each and every part thereof with the same force and effect as though fully set
13 forth herein.

14 120. Defendants' conduct, as alleged in this Complaint, has been, and continues to be,
15 unfair, unlawful and harmful to Plaintiffs and the other class members, and Defendants'
16 competitors. Accordingly, Plaintiffs and the other class members seek to enforce important rights
17 affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

18 121. Defendants' activities as alleged herein are violations of California law, and
19 constitute unlawful business acts and practices in violation of California Business & Professions
20 Code section 17200, et seq.

21 122. A violation of California Business & Professions Code section 17200, et seq. may
22 be predicated on the violation of any state or federal law. In this instant case, Defendants' policies
23 and practices of requiring employees, including Plaintiffs and the other class members, to work
24 overtime without paying them proper compensation violate California Labor Code sections 510
25 and 1198. Additionally, Defendants' policies and practices of requiring employees, including
26 Plaintiffs and the other class members, to work through their meal and rest periods without paying
27 them proper compensation violate California Labor Code sections 226.7 and 512(a). Moreover,
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1 Defendants' policies and practices of failing to timely pay wages to Plaintiffs and the other class
2 members violate California Labor Code sections 201, 202, and 204. Defendants also violated
3 California Labor Code sections 226(a), 1174(d), 2800, and 2802.

4 **Failure to Pay Overtime**

5 123. Defendants' failure to pay overtime in violation of the Wage Orders and California
6 Labor Code sections 510 and 1198, as alleged above, constitutes unlawful and/or unfair activity
7 prohibited by California Business & Professions Code section 17200, et seq.

8 **Failing to Provide Meal Periods**

9 124. Defendants' failure to provide legally required meal periods in violation of the
10 Wage Orders and California Labor Code sections 226.7 and 512(a), as alleged above, constitutes
11 unlawful and/or unfair activity prohibited by California Business & Professions Code section
12 17200, et seq.

13 **Failure to Provide Rest Periods**

14 125. Defendants' failure to provide legally required rest periods in violation of the Wage
15 Orders and California Labor Code section 226.7, as alleged above, constitutes unlawful and/or
16 unfair activity prohibited by California Business & Professions Code section 17200, et seq.

17 **Failure to Pay Minimum Wages**

18 126. Defendants' failure to pay minimum wages in violation of the Wage Orders and
19 California Labor Code sections 1194, 1197 and 1197.1, as alleged above, constitutes unlawful
20 and/or unfair activity prohibited by California Business & Professions Code section 17200, et
21 seq.

22 **Failure to Timely Pay Wages Upon Termination**

23 127. Defendants' failure to timely pay wages upon termination in violation of California
24 Labor Code sections 201 and 202, as alleged above, constitutes unlawful and/or unfair activity
25 prohibited by California Business & Professions Code section 17200, et seq.

26 **Failure to Timely Pay Wages During Employment**

27 128. Defendants' failure to timely pay wages during employment in violation of
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1 California Labor Code section 204, as alleged above, constitutes unlawful and/or unfair activity
2 prohibited by California Business & Professions Code section 17200, et seq.

3 **Failure to Provide Compliant Wage Statements**

4 129. Defendants' failure to provide compliant wage statements in violation of California
5 Labor Code section 226(a), as alleged above, constitutes unlawful and/or unfair activity
6 prohibited by California Business & Professions Code section 17200, et seq.

7 **Failure to Keep Complete or Accurate Payroll Records**

8 130. Defendants' failure to keep complete or accurate payroll records in violation of
9 California Labor Code section 1174(d), as alleged above, constitutes unlawful and/or unfair
10 activity prohibited by California Business & Professions Code section 17200, et seq.

11 **Failure to Reimburse Necessary Business Expenses**

12 131. Defendants' failure to reimburse all necessary business-related expenses and costs
13 in violation of California Labor Code sections 2800 and 2802, as alleged above, constitutes
14 unlawful and/or unfair activity prohibited by California Business & Professions Code section
15 17200, et seq.

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

18 133. Plaintiffs and the other class members have been personally injured and continue
19 to be injured by Defendants' unlawful business acts and practices as alleged herein, including, but
20 not necessarily limited to, the loss of money and/or property.

21 134. Pursuant to California Business & Professions Code section 17200, et seq.,
22 Plaintiffs and the other class members are entitled to restitution of the wages and other monies
23 wrongfully withheld and retained by Defendants pursuant to California Labor Code sections 510
24 and 1198.

25 135. Pursuant to California Business & Professions Code section 17200, et seq.,
26 Plaintiffs and the other class members are entitled to restitution of the wages withheld and retained
27 by Defendants during a period that commences from February 28, 2014; an award of attorneys'
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1 fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and
2 an award of costs.

3 **ELEVENTH CAUSE OF ACTION**

4 **(Violation of California Labor Code § 2699, et seq.)**

5 **(Against BROADWAY TYPEWRITER COMPANY, INC. DBA AREY JONES**

6 **EDUCATIONAL SOLUTIONS and DOES 1 through 100)**

7 136. Plaintiff TISCARENO incorporates by reference the allegations contained in
8 paragraphs 1 through 135, and each and every part thereof with the same force and effect as though
9 fully set forth herein.

10 137. Plaintiff TISCARENO brings an eleventh cause of action as a representative action
11 on behalf of himself, individually as an aggrieved employee, and on behalf of similarly Aggrieved
12 Employees in the capacity as a private attorney general pursuant to the Private Attorneys General
13 Act of 2004, California Labor Code section 2698, et seq in accord with California Labor Code
14 2699.3 ("PAGA").

15 138. PAGA specifically provides for a private right of action to recover civil penalties
16 for violations of the Labor Code as follows: "Notwithstanding any other provision of law, any
17 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
18 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
19 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through
20 a civil action brought by an aggrieved employee on behalf of himself or herself and other current
21 or former employees pursuant to the procedures specified in Section 2699.3." Cal. Lab. Code §
22 2699(a).

23 139. Plaintiff was employed by Defendants and the Labor Code violations alleged
24 above were committed against him during his time of employment. Plaintiff is therefore, an
25 "aggrieved employee" under PAGA. Plaintiff and the other employees are "aggrieved
26 employees" as defined by California Labor Code section 2699(c) in that they are all current or
27 former employees of Defendants, and one or more of the alleged violations were committed
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1 against them.

2 140. As set forth in detail above, during all times relevant to this Action, Defendants
3 have routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor
4 Codes by:

5 141. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
6 compensation in violation of Labor Code §§ 1194 and 1198, et seq.;

7 142. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime
8 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198, et seq.;

9 143. Failing to provide legally required meal periods to Plaintiff and the Aggrieved
10 Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional hour of
11 premium pay for meal period violations in violation of Labor Code §§ 226.7 and 512;

12 144. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to
13 take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved Employees an additional
14 hour of premium pay for rest period violations in violation of Labor Code §§ 226.7 and 512;

15 145. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at end of
16 their employment in violation of Labor Code § 203;

17 146. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed
18 during employment in violation of Labor Code § 204;

19 147. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate,
20 itemized wage statements in violation of Labor Code § 226; and

21 148. Failing to maintain accurate records relating to Plaintiff and the Aggrieved
22 Employees' work periods, meal periods, total daily hours, hours per pay period, and applicable
23 pay rates;

24 149. Failing to reimburse employees for necessary business-related expenses and costs
25 in violation of California Labor Code 2800 and 2802

26 150. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff,
27 individually as an aggrieved employee, and on behalf of other Aggrieved Employees and the State
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1 of California, requests and is entitled to recover penalties against Defendants for the Labor Code
2 violations described above, including but not limited to penalties under California Code of
3 Regulations Title section 11050, penalties under California Labor Code sections 2699, 558, 210,
4 1197.1, 226, 226.3 and 1174.5, and any and all additional penalties and sums as provided by the
5 California Labor Code and/or other statutes. The exact amount of the applicable penalties, in all,
6 is in an amount to be shown according to proof at trial.

7 151. Plaintiff has exhausted his administrative remedies pursuant to Labor Code §
8 2699.3. On or about February 4, 2021, Plaintiff, through his counsel of record, by online filing
9 with the Labor and Workforce Development Agency (“LWDA”) and by certified mail to the
10 Defendants, notified Defendants and the LWDA of the specific provisions of the Labor Code and
11 IWC Wage Orders that Defendants have violated, including the facts and theories to support the
12 violations, and of Plaintiff’s intent to bring a claim for civil penalties under PAGA. Plaintiff also
13 paid the filing fee required under Labor Code § 2699.3. It has been more than 65 days, since the
14 filing of this notice and the Labor and Workforce Development Agency has not indicated that it
15 intended to investigate the violations discussed in the notice. Accordingly, Plaintiff is entitled to
16 commence a civil action to recover penalties for himself and other Aggrieved Employees pursuant
17 to Labor Code § 2699.3.

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

22
23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiffs, individually and on behalf of all other members of the general
25 public similarly situated, pray for relief and judgment against Defendants, jointly and severally,
26 as follows:
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1 **Class Certification**

2 1. That this action be certified as a class action;

3 2. That Plaintiffs be appointed as the representatives of the Class;

4 3. That counsel for Plaintiffs be appointed as Class Counsel; and

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

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

9 5. That the Court declare, adjudge and decree that Defendants violated California
10 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
11 all overtime wages due to Plaintiffs MARKOVICH, YANCY, SHELTON, and ELDREGE and
12 the other class members;

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

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

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

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

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

21 10. That the Court declare, adjudge and decree that Defendants violated California
22 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
23 provide all meal periods (including second meal periods) to Plaintiffs MARKOVICH, YANCY,
24 SHELTON, and ELDREGE and the other class members;

25 11. That the Court make an award to Plaintiffs MARKOVICH, YANCY, SHELTON,
26 and ELDREGE and the other class members of one (1) hour of pay at each employee's regular
27 rate of compensation for each workday that a meal period was not provided;
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1 12. For all actual, consequential, and incidental losses and damages, according to
2 proof;

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

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

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

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

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

9 17. That the Court declare, adjudge and decree that Defendants violated California
10 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest
11 periods to Plaintiffs MARKOVICH, YANCY, SHELTON, and ELDREGE and the other class
12 members;

13 18. That the Court make an award to Plaintiffs MARKOVICH, YANCY, SHELTON,
14 and ELDREGE and the other class members of one (1) hour of pay at each employee's regular
15 rate of compensation for each workday that a rest period was not provided;

16 19. For all actual, consequential, and incidental losses and damages, according to
17 proof;

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

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

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

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

23 23. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
25 Plaintiffs MARKOVICH, YANCY, SHELTON, and ELDREGE and the other class members;

26 24. For general unpaid wages and such general and special damages as may be
27 appropriate;

1 25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
2 Plaintiffs MARKOVICH, YANCY, SHELTON, and ELDREGE and the other class members in
3 the amount as may be established according to proof at trial;

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

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

8 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

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

10 **As to the Fifth Cause of Action**

11 30. That the Court declare, adjudge and decree that Defendants violated California
12 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
13 time of termination of the employment of Plaintiffs MARKOVICH, YANCY, SHELTON, and
14 ELDREGE and the other class members no longer employed by Defendants;

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

17 32. For statutory wage penalties pursuant to California Labor Code section 203 for
18 Plaintiffs MARKOVICH, YANCY, SHELTON, and ELDREGE and the other class members
19 who have left Defendants' employ;

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

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

23 **As to the Sixth Cause of Action**

24 35. That the Court declare, adjudge and decree that Defendants violated California
25 Labor Code section 204 by willfully failing to pay all compensation owed at the time required by
26 California Labor Code section 204 to Plaintiffs MARKOVICH, YANCY, SHELTON, and
27 ELDREGE and the other class members;

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

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

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

6 **As to the Seventh Cause of Action**

7 39. That the Court declare, adjudge and decree that Defendants violated the record
8 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as
9 to Plaintiffs MARKOVICH, YANCY, SHELTON, and ELDREGE and the other class members,
10 and willfully failed to provide accurate itemized wage statements thereto;

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

12 41. For statutory penalties pursuant to California Labor Code section 226(e);

13 42. For injunctive relief to ensure compliance with this section, pursuant to California
14 Labor Code section 226(h); and

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

16 **As to the Eighth Cause of Action**

17 44. That the Court declare, adjudge and decree that Defendants violated California
18 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for
19 Plaintiffs MARKOVICH, YANCY, SHELTON, and ELDREGE and the other class members as
20 required by California Labor Code section 1174(d);

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

22 46. For statutory penalties pursuant to California Labor Code section 1174.5; and

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

24 **As to the Ninth Cause of Action**

25 48. That the Court declare, adjudge and decree that Defendants violated California
26 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs MARKOVICH,
27 YANCY, SHELTON, and ELDREGE and the other class members for all necessary
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1 business-related expenses as required by California Labor Code sections 2800 and 2802;

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

3 50. For the imposition of civil penalties and/or statutory penalties;

4 51. For reasonable attorneys' fees and costs of suit incurred herein; and

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

6 **As to the Tenth Cause of Action**

7 53. That the Court declare, adjudge and decree that Defendants violated California
8 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the
9 other class members all overtime compensation due to them, failing to provide all meal and rest
10 periods to Plaintiffs and the other class members, failing to pay at least minimum wages to
11 Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class members'
12 wages timely as required by California Labor Code section 201, 202 and 204 and by violating
13 California Labor Code sections 226(a), 1174(d), 2800, and 2802.

14 54. For restitution of unpaid wages to Plaintiffs and all the other class members and
15 all pre-judgment interest from the day such amounts were due and payable;

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

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

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

24 58. For such other and further relief as the court may deem just and proper.

25 **As to the Eleventh Cause of Action**

26 59. For statutory attorneys' fees and costs pursuant to California Labor Code
27 section 2699(g)(1);
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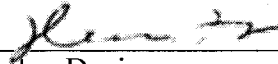
1 60. Prejudgment interest at the legal rate pursuant to California Labor Code section
2 218.6;

3 61. For the imposition of civil penalties pursuant to California Labor Code section
4 2699, 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California
5 Labor Code and/or other applicable statutes; and

6 62. For such other relief as the Court deems just and proper
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8 Dated: April 19, 2021

PROTECTION LAW GROUP, LLP

9
10 By: 
11 Heather Davis
12 Amir Nayebdadash
13 Attorneys for Plaintiffs
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