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8
9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA
11

12 MAYNOR GALINDO, on behalf of
13 himself and all others similarly situated,
and the general public,

14 *Plaintiff,*

15 v.

16 PHILLIPS 66 COMPANY, a Delaware
17 company; PHILLIPS 66 PIPELINE
LLC, a Delaware limited liability
18 company; PHILLIPS 66 SPECTRUM
19 CORPORATION, a Delaware
20 corporation; and DOES 1 through 50,
inclusive,

21 *Defendants.*
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Case No. 2:21-cv-07522-SB-PVC

**CLASS AND REPRESENTATIVE
ACTION**

AMENDED COMPLAINT

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
4. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
5. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
6. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
7. Civil Penalties (Lab. Code § 2698, *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiff MAYNOR GALINDO (“Plaintiff”), on behalf of himself and all
2 others similarly situated, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against defendant PHILLIPS
5 66 COMPANY, a Delaware corporation; PHILLIPS 66 PIPELINE LLC, a Delaware
6 limited liability company; PHILLIPS 66 SPECTRUM CORPORATION, a Delaware
7 corporation; and DOES 1 through 50, inclusive, (collectively referred to as
8 “Defendants”) for alleged violations of the Labor Code. As set forth below, Plaintiff
9 alleges that Defendants have

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

24 Based on these alleged violations, Plaintiff now brings this representative action to
25 recover unpaid wages, restitution, civil and statutory penalties, and related relief on
26 behalf of himself and all others similarly situated, all other aggrieved employees, and
27 the State of California.

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1 **JURISDICTION AND VENUE**

2 2. This action was initially filed in the State of California, County of Los
3 Angeles on August 17, 2021. Defendants subsequently removed this action to The
4 United States District Court For The Central District of California on September 20,
5 2021 under both federal question jurisdiction pursuant 28 U.S.C. § 1332, as well as
6 under the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1332(d),

7 3. Venue is proper in this Court pursuant to 28 U.S.C. § 1441 (a) because
8 The United States District Court For The Central District of California is the judicial
9 district and division embracing the place where the original action was brought and is
10 pending. Further venue is also proper in the Central District pursuant to 28 U.S.C. §
11 1391(b)(2) because Plaintiff was employed by Defendants in this district.

12 **PARTIES**

13 4. Plaintiff is and was, and at all relevant times mentioned herein, an
14 individual residing in the State of California.

15 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant
16 PHILLIPS 66 COMPANY is, and at all relevant times mentioned herein, a Delaware
17 corporation doing business in the State of California.

18 6. Plaintiff is informed and believes, and thereupon alleges, that Defendant
19 PHILLIPS 66 PIPELINE LLC is, and at all relevant times mentioned herein, a
20 Delaware limited liability company doing business in the State of California.

21 7. Plaintiff is informed and believes, and thereupon alleges, that Defendant
22 PHILLIPS 66 SPECTRUM CORPORATION is, and at all relevant times mentioned
23 herein, a Delaware corporation doing business in the State of California.

24 8. Plaintiff is ignorant of the true names and capacities of the defendants
25 sued herein as DOES 1 through 50, inclusive, and therefore sues these defendants by
26 such fictitious names. Plaintiff will amend this Complaint to allege the true names
27 and capacities of the DOE defendants when ascertained. Plaintiff is informed and
28 believes, and thereupon alleges, that each of the fictitiously named defendants are

1 responsible in some manner for the occurrences, acts and omissions alleged herein
 2 and that Plaintiff's alleged damages were proximately caused by these defendants,
 3 and each of them. Plaintiff will amend this complaint to allege both the true names
 4 and capacities of the DOE defendants when ascertained.

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

12 CLASS ALLEGATIONS

13 10. This action has been brought and may be maintained as a class action
 14 pursuant to Federal Rules of Civil Procedure 23, because there is a well-defined
 15 community of interest among the persons who comprise the readily ascertainable
 16 classes defined below and because Plaintiff is unaware of any difficulties likely to be
 17 encountered in managing this case as a class action.

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

20 **Security Check Class**: All persons employed by Defendants and/or any
 21 staffing agencies and/or any other third parties in hourly or non-exempt
 22 positions who were required to go through a security check point to enter
 and/or exit Defendants' job sites in California during the **Relevant Time Period**.

23 **Security Check Off-the-Clock Sub-Class**: All **Security Check**
 24 **Class** members who were required to go through a security check
 to enter and/or exit the facility.

25 **Security Check Unpaid Wages due to Controlled Meal Period**
 26 **Sub-Class**: All **Security Check Class** members who were required
 27 to go through a security check to enter and/or exit the facility if they
 were to leave the facility during meal periods, and were not paid
 for the time of such meal period.

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1 **Security Check Meal Period Violations for Controlled Meal**
 2 **Periods Sub-Class:** All **Security Check Class** members who were
 3 required to go through a security check to enter and/or exit the
 4 facility if they were to leave the facility during meal periods and
 5 were not paid a meal period premium for such shifts.

6 **Security Check Rest Period Violations for Controlled Rest**
 7 **Periods Sub-Class:** All **Security Check Class** members who were
 8 required to go through a security check to enter and/or exit the
 9 facility if they were to leave the facility during rest periods and
 10 were not paid a rest period premium for such shifts.

11 **“On-Call” Class:** All Defendants’ hourly, nonexempt employees
 12 employed by Defendants in California who were required to work “On-
 13 Call” shifts during the **Relevant Time Period**.

14 **Waiting Time Penalties Class:** All **Security Check Class** members
 15 and/or **“On-Call” Class** members who separated from their employment
 16 with Defendants during the period beginning three years before the filing
 17 of this action and ending when final judgment is entered.

18 **Wage Statement Penalties Class:** All **Security Check Class** members
 19 and/or **“On-Call” Class** members employed by Defendants in California
 20 during the period beginning one year before the filing of this action and
 21 ending when final judgment is entered.

22 **UCL Class:** All **Security Check Class** members and/or **“On-Call” Class**
 23 members employed by Defendants in California during the **Relevant**
 24 **Time Period**.

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

30 13. **Commonality and Predominance:** Common questions of law and fact
 31 exist as to all class members and predominate over any questions that affect only
 32 individual class members. These common questions include, but are not limited to:

- 33 i. Whether Defendants maintained a policy or practice of failing to provide
- 34 employees with their meal periods;
- 35 ii. Whether Defendants maintained a policy or practice of failing to provide
- 36 employees with their rest periods;

- 1 iii. Whether Defendants failed to pay premium wages to class members
- 2 when they have not been provided with required meal and/or rest
- 3 periods;
- 4 iv. Whether Defendants failed to pay minimum and/or overtime wages to
- 5 class members as a result of policies that fail to provide meal periods in
- 6 accordance with California law;
- 7 v. Whether Defendants failed to pay minimum and/or overtime wages to
- 8 class members for all time worked;
- 9 vi. Whether Defendants used payroll formulas that systematically fail to
- 10 account for non-discretionary bonuses, shift differentials, shift
- 11 premiums, and/or other applicable remuneration when calculating
- 12 regular rates of pay for class members;
- 13 vii. Whether Defendants failed to pay overtime wages to class members as a
- 14 result of incorrectly calculating their regular rates of pay;
- 15 viii. Whether Defendants failed to pay premium wages to class members
- 16 based on their respective “regular rates of compensation” by not
- 17 including non-discretionary bonuses, shift differentials, shift premiums,
- 18 and/or other applicable remuneration and/or other applicable
- 19 remuneration in calculating the rates at which those wages are paid;
- 20 ix. Whether Defendants failed to provide class members with accurate
- 21 written wage statements as a result of providing them with written wage
- 22 statements with inaccurate entries for, among other things, amounts of
- 23 gross and net wages, and total hours worked;
- 24 x. Whether Defendants applied policies or practices that result in late
- 25 and/or incomplete final wage payments;
- 26 xi. Whether Defendants are liable to class members for waiting time
- 27 penalties under Labor Code section 203;
- 28 xii. Whether class members are entitled to restitution of money or property

1 that Defendants may have acquired from them through unfair
2 competition;

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

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

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

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

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

2 18. Plaintiff worked for Defendants as an hourly, non-exempt employee
3 from approximately July 8, 2019 through June 10, 2020.

4 **On-Call Time**

5 19. Plaintiff and the putative class were assigned to work mandatory on-call
6 shifts approximately two (2) to three (3) times in every two week period. During their
7 “on-call” assignment Plaintiff and the putative class would be required to report to
8 the refinery within two hours if they were called in, typically the on-call period would
9 be designated as two hours before the start of their shift and two hours after the end
10 of their shift. Frequently, Plaintiff and the putative class would be on-call between 2
11 a.m. and 6 a.m. If Plaintiff and the putative class were called in to work at the
12 refinery while being on call, they could not find a replacement to come in for them.
13 Additionally, they could not travel on on-call days. During that period, Plaintiff and
14 the putative class would be on standby without pay.

15 20. Defendants assigned Plaintiff and the putative class to work mandatory
16 on-call shifts one week in advance so that they knew what dates they were to be on
17 call.

18 21. Plaintiff and the putative class typically worked 2 to 4 hours each day
19 during each on-call shift. During these mandatory on-call shifts, Plaintiff and
20 putative class would work substantial amounts of hours and was not compensated by
21 Defendants.

22 22. Defendants knowingly assigned Plaintiff and the putative class to work
23 on-call shifts but failed to pay them for this time.

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

25 23. During the applicable limitations period, Plaintiff and the putative class
26 had to work off-the-clock because they were not paid for all hours worked including,
27 but not limited to, work duties performed before clocking in and after clocking out.
28 Plaintiff and the putative class arrived at their work facility with a badge and would

1 be subjected to a security check where any bags they had would be inspected
2 thoroughly. Plaintiff and the putative class would then line up with other employees
3 to wait for a golf cart that would take Plaintiff and the putative class up to a control
4 room at the top of a hill. In the control room there was a kiosk mounted against the
5 wall where Plaintiff and the putative class would clock in. In total, this process of
6 getting through security and waiting to be taken to their clock-in location via golf
7 cart would regularly take between five (5) and fifteen (15) minutes. Plaintiff and the
8 putative class would regularly arrive substantially earlier than their scheduled
9 working time of 4 a.m. or 4 p.m. to make sure that they didn't miss the golf cart that
10 traveled up the hill in the morning to take them to their unit. In total, the process of
11 going through security and being taken to the control room could take as long as
12 fifteen (15) minutes per day – time which was unpaid by Defendants. Plaintiff and
13 the putative class were required to go through the security check prior to clocking in
14 at the beginning of each work shift and were required to clock out first at the end of
15 each work shift prior to going through the security check.

16 24. Based on the above, Defendants' security check practices and off-the-
17 clock on site travel time have resulted in substantial amounts of time not recorded as
18 hours worked therefore resulting in substantial amounts of wages not paid to
19 Plaintiff and the putative class.

20 **Missed Meal Periods**

21 25. Defendant's written policies failed to advise Galindo and the aggrieved
22 employees of their legal rights to take meal periods in accordance with California
23 law. Specifically, Defendants have a practice and/or policy of requiring Galindo and
24 the aggrieved employees to take their meal periods after the fifth hour of work, when
25 they take their meal periods at all. Plaintiff and the putative class were regularly not
26 provided with any meal periods due to (1) Defendants' policy of not scheduling each
27 meal period as part of each work shift; (2) chronically understaffing each work shift
28 with not enough workers; (3) imposing so much work on each employee such that it

1 made it unlikely that an employee would be able to take their breaks if they wanted
2 to finish their work on time; and (4) no formal written meal and rest period policy
3 that encouraged employees to take their meal and rest periods. Accordingly, Galindo
4 and the aggrieved employees were not provided with legally mandated uninterrupted
5 meal periods of at least thirty minutes pursuant to California law. When Galindo
6 would try to take a meal break, he would get resistance from his supervisors,
7 including, but not limited to supervisor Beto Plascencia. Beto would regularly refuse
8 their requests to take a meal period, but occasionally, after repeated requests Beto
9 would acquiesce. On at least one occasion, after requesting a late meal period Beto
10 responded, “fine. Go take your fucking break.” There was a repeated, systematic
11 refusal to allow Plaintiff and the putative class to take their meal periods, especially
12 during any sort of crisis in the refinery.

13 26. Plaintiff and the putative class were instructed by management not to
14 take their meal periods because Plaintiff and the putative class were responsible for
15 operating major equipment, signing off on maintenance reports, taking sample of
16 products to ensure compliance, doing hourly rounds in a large refinery, and promptly
17 addressing mechanical failure during outages. When there was an outage, for
18 example the one Galindo was given responsibility for in Unit 60, Plaintiff and the
19 putative class regularly worked through the entirety of their 12-hour shift without a
20 meal period or rest break. During an outage, Plaintiff and the putative class worked
21 13 days straight, then had one day off, then worked another 13 days straight,
22 repeating this process until the outage was solved. Working was particularly
23 dangerous and stressful during an Outage. Plaintiff and the putative class were
24 expected to handle major machinery with only two workers. Upon learning that
25 Plaintiff and the putative class were being given responsibility over an Outage on
26 Unit 60 machinery, Union Rep Lisa Bowman called Madeleine Chernesky (Refinery
27 Operations Manager) to inquire as to why only two men were being required to
28 handle an Outage at major machinery. This type of job regularly requires larger

1 groups of workers and a coordinator. Plaintiff and the putative class regularly
2 requested that their managers, including but not limited to Beto, send in a supervisor
3 and/or more workers to assist with the problems. By shortstaffing, Defendants'
4 regularly deprived Plaintiff and the putative class of any meal periods and/or rest
5 periods. When Plaintiff and the putative class requested more personnel, they were
6 told by Raudell [surname unknown] to get their jobs done or else it would "seem like
7 you can't do your job." Plaintiff and the putative class regularly worked up to 12-
8 hour shifts without any meal period.

9 27. In addition, Galindo and the aggrieved employees did not execute valid
10 on-duty meal period waivers that complied with California law. Therefore, Galindo
11 and the aggrieved employees were not provided with an uninterrupted, duty-free
12 meal period of at least thirty minutes.

13 **Missed Rest Periods**

14 28. Plaintiff and the putative class were not provided with rest periods of at
15 least ten (10) minutes for each four (4) hour work period, or major fraction thereof,
16 due to (1) Defendants' policy of not scheduling each rest period as part of each work
17 shift; (2) chronically understaffing each work shift with not enough workers; (3)
18 imposing so much work on each employee such that it made it unlikely that an
19 employee would be able to take their breaks if they wanted to finish their work on
20 time; and (4) no formal written meal and rest period policy that encouraged
21 employees to take their meal and rest periods. Galindo and aggrieved employees
22 were regularly deprived of any rest period due to the volume of their workload

23 29. As a result of Defendants' policy, Plaintiff and the putative class were
24 regularly not provided with uninterrupted rest periods of at least ten (10) minutes for
25 each four (4) hours worked due to complying with Defendants' productivity
26 requirements that required Plaintiff and the putative class to work through their rest
27 periods in order to complete their assignments on time.

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Wage Statements

30. Plaintiff and the putative class were not provided with accurate wage statements as mandated by law pursuant to Labor Code § 226.

31. Defendants failed to comply with Labor Code section 226(a)(1) as “gross wages earned” were not accurately reflected in that all hours worked, including overtime, “off-the-clock” work, and/or premiums for meal and/or rest break violations were not included.

32. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked by the employee” were not accurately reflected in that all hours worked, including overtime, “off-the-clock” work were not included.

33. Defendants failed to comply with Labor Code section 226(a)(4) as “all deductions” were not accurately reflected in that deductions, even “aggregated and shown as one item,” were not included.

34. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned” were not accurately reflected in that all hours worked, including overtime, “off-the-clock” work, and/or premiums for meal and/or rest break violations, were not included.

35. Defendants failed to comply with Labor Code section 226(a)(6) as “the inclusive dates of the period for which the employee is paid” were not included.

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

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FIRST CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

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

(Plaintiff and Security Check Unpaid Wages due to Controlled Meal Period Sub-Class and/or Security Check Meal Period Violations for Controlled Meal Periods Sub-Class)

37. Plaintiff incorporates by reference the preceding paragraphs as if fully alleged herein.

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38. At all relevant times, Plaintiff and the **Security Check Unpaid Wages due to Controlled Meal Period Sub-Class and/or Security Check Meal Period Violations for Controlled Meal Periods Sub-Class** members have been non-exempt employees of Defendants entitled to the full meal period protections of both the Labor Code and the applicable Industrial Welfare Commission Wage Order (“Wage Order”).

39. Labor Code § 512 and § 11 of the applicable Wage Order impose an affirmative obligation on employers to provide non-exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty minutes for each work period of ten hours.

40. Labor Code § 226.7 and § 11 of the applicable Wage Order both prohibit employers from requiring employees to work during required meal periods and require employers to pay non-exempt employees an hour of premium wages on each workday that the employee is not provided with the required meal period.

41. Compensation for missed meal periods constitutes wages within the meaning of Labor Code § 200.

42. Labor Code § 1198 makes it unlawful to employ a person under conditions that violate the applicable Wage Order.

1 43. Section 11 of the applicable Wage Order states:

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

9 44. At all relevant times, Plaintiff was not subject to a valid on-duty meal
10 period agreement. Plaintiff is informed and believes that, at all relevant times,
11 **Security Check Unpaid Wages due to Controlled Meal Period Sub-Class and/or**
12 **Security Check Meal Period Violations for Controlled Meal Periods Sub-Class**
13 members were not subject to valid on-duty meal period agreements with Defendants.

14 45. Plaintiff alleges that, at all relevant times during the applicable
15 limitations period, Defendants maintained a policy or practice of not providing
16 Plaintiff and members of the **Security Check Unpaid Wages due to Controlled**
17 **Meal Period Sub-Class and/or Security Check Meal Period Violations for**
18 **Controlled Meal Periods Sub-Class** with uninterrupted, duty-free meal periods for
19 at least thirty (30) minutes for each five (5) hour work period, as required by Labor
20 Code § 512 and the applicable Wage Order.

21 46. Plaintiff alleges that, at all relevant times during the applicable
22 limitations period, Defendants maintained a policy or practice of failing to pay
23 premium wages to **Security Check Unpaid Wages due to Controlled Meal Period**
24 **Sub-Class and/or Security Check Meal Period Violations for Controlled Meal**
25 **Periods Sub-Class** members when they worked five (5) hours without clocking out
26 for any meal period.

27 47. Plaintiff alleges that, at all relevant times during the applicable
28 limitations period, Defendants maintained a policy or practice of not providing

1 Plaintiff and members of the **Security Check Unpaid Wages due to Controlled**
 2 **Meal Period Sub-Class and/or Security Check Meal Period Violations for**
 3 **Controlled Meal Periods Sub-Class** with a second meal period when they worked
 4 shifts of ten or more hours and failed to pay them premium wages as required by
 5 Labor Code § 512 and the applicable Wage Order.

6 48. At all relevant times, Defendants failed to pay Plaintiff and the **Security**
 7 **Check Unpaid Wages due to Controlled Meal Period Sub-Class and/or Security**
 8 **Check Meal Period Violations for Controlled Meal Periods Sub-Class** members
 9 additional premium wages, and/or were not paid premium wages at the employees'
 10 regular rates of pay when required meal periods were not provided.

11 49. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiff, on behalf of
 12 himself and the **Security Check Unpaid Wages due to Controlled Meal Period**
 13 **Sub-Class and/or Security Check Meal Period Violations for Controlled Meal**
 14 **Periods Sub-Class** members, seek to recover unpaid premium wages, interest
 15 thereon, and costs of suit.

16 50. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the
 17 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of
 18 himself and the **Security Check Unpaid Wages due to Controlled Meal Period**
 19 **Sub-Class and/or Security Check Meal Period Violations for Controlled Meal**
 20 **Periods Sub-Class** members, seeks to recover reasonable attorneys' fees.

21 **SECOND CAUSE OF ACTION**

22 **FAILURE TO PROVIDE REST PERIODS**

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

24 **(Plaintiff and Security Check Rest Period Violations for Controlled Rest Periods**
 25 **Sub-Class)**

26 51. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

27 52. At all relevant times, Plaintiff and the **Security Check Rest Period**
 28 **Violations for Controlled Rest Periods Sub-Class** members have been non-exempt

1 employees of Defendants entitled to the full rest period protections of both the Labor
2 Code and the applicable Wage Order.

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

8 54. Labor Code § 226.7 and § 12 of the applicable Wage Order both prohibit
9 employers from requiring employees to work during required rest periods and require
10 employers to pay non-exempt employees an hour of premium wages at the
11 employees' regular rates of pay, on each workday that the employee is not provided
12 with the required rest period(s).

13 55. Compensation for missed rest periods constitutes wages within the
14 meaning of Labor Code § 200.

15 56. Labor Code § 1198 makes it unlawful to employ a person under
16 conditions that violate the Wage Order.

17 57. Plaintiff alleges that, at all relevant times during the applicable
18 limitations period, Defendants maintained a policy or practice of not providing
19 members of the **Security Check Rest Period Violations for Controlled Rest**
20 **Periods Sub-Class** with net rest period of at least ten minutes for each four-hour
21 work period, or major fraction thereof, as required by the applicable Wage Order.

22 58. At all relevant times, Defendants failed to pay Plaintiff and the **Security**
23 **Check Rest Period Violations for Controlled Rest Periods Sub-Class** members
24 additional premium wages when required rest periods were not provided.

25 59. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiff, on behalf of
26 himself and **Security Check Rest Period Violations for Controlled Rest Periods**
27 **Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and
28 costs of suit.

60. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Security Check Rest Period Violations for Controlled Rest Periods Sub-Class** members, seeks to recover reasonable attorneys' fees.

THIRD CAUSE OF ACTION

FAILURE TO PAY HOURLY AND OVERTIME WAGES

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

(Plaintiff, "On-Call" Class, and Security Check Class)

61. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

62. At all relevant times, Plaintiff, **"On-Call" Class, and Security Check Class** members are or have been non-exempt employees of Defendants entitled to the full protections of the Labor Code and the applicable Wage Order.

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

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

65. Labor Code § 1194 invalidates any agreement between an employer and an employee to work for less than the minimum or overtime wage required under the applicable Wage Order.

66. Labor Code § 1194.2 entitles non-exempt employees to recover liquidated damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition to the underlying unpaid minimum wages and interest thereon.

67. Labor Code § 1197 makes it unlawful for an employer to pay an

1 employee less than the minimum wage required under the applicable Wage Order for
2 all hours worked during a payroll period.

3 68. Labor Code § 1197.1 provides that it is unlawful for any employer or
4 any other person acting either individually or as an officer, agent, or employee of
5 another person to pay an employee, or cause an employee to be paid, less than the
6 applicable minimum wage.

7 69. Labor Code § 1198 makes it unlawful for employers to employ
8 employees under conditions that violate the applicable Wage Order.

9 70. Labor Code § 204 requires employers to pay non-exempt employees
10 their earned wages for the normal work period at least twice during each calendar
11 month on days the employer designates in advance and to pay non-exempt employees
12 their earned wages for labor performed in excess of the normal work period by no
13 later than the next regular payday.

14 71. Labor Code § 223 makes it unlawful for employers to pay their
15 employees lower wages than required by contract or statute while purporting to pay
16 them legal wages.

17 72. Labor Code § 510 and § 3 of the applicable Wage Order require
18 employers to pay non-exempt employees overtime wages of no less than one and
19 one-half times the employees' respective regular rates of pay for all hours worked in
20 excess of eight hours in one workday, all hours worked in excess of forty hours in
21 one workweek, and for the first eight hours worked on the seventh consecutive day of
22 one workweek.

23 73. Labor Code § 510 and § 3 of the applicable Wage Order also require
24 employers to pay non-exempt employees overtime wages of no less than two times
25 the employees' respective regular rates of pay for all hours worked in excess of
26 twelve hours in one workday and for all hours worked in excess of eight hours on a
27 seventh consecutive workday during the workweek.

28 74. Plaintiff is informed and believes that, at all relevant times, Defendants

1 have applied centrally devised policies and practices to him, **“On-Call” Class, and**
2 **Security Check Class** members with respect to working conditions and
3 compensation arrangements.

4 75. At all relevant times, Defendants failed to pay hourly wages to Plaintiff,
5 **“On-Call” Class, and Security Check Class** members for all time worked,
6 including but not limited to, overtime hours at statutory and/or agreed rates.

7 76. During the relevant time period, Defendants failed to pay Plaintiff, **“On-**
8 **Call” Class, and Security Check Class** members all earned wages every pay period
9 at the correct rates, including overtime rates, because Defendants directed, permitted,
10 or otherwise encouraged Plaintiff, **“On-Call” Class, and Security Check Class**
11 members to perform off-the-clock work.

12 77. As a result of Defendants’ unlawful conduct, Plaintiff, **“On-Call” Class,**
13 **and Security Check Class** members have suffered damages in an amount subject to
14 proof, to the extent they were not paid the full amount of wages earned during each
15 pay period during the applicable limitations period, including overtime wages.

16 78. Pursuant to Labor Code §§ 204, 218.6, 223, 510, 1194 and 1194.2,
17 Plaintiff, on behalf of himself **“On-Call” Class, and Security Check Class**
18 members, seeks to recover unpaid straight time and overtime wages, interest thereon,
19 and costs of suit.

20 79. The regular rate of pay under California law includes all remuneration
21 for employment paid, on behalf of the employer, to the employee. This requirement
22 includes but is not limited to, non-discretionary bonuses, shift differential pay, and/or
23 shift premium pay.

24 80. During the applicable limitations period, Defendants violated the rights
25 of Plaintiff, **“On-Call” Class, and Security Check Class** members under the above-
26 referenced Labor Code sections by failing to pay them overtime wages for all
27 overtime hours worked in violation of Labor Code §§ 510, 1194 and 1198 by not
28 correctly calculating their regular rate of pay to include all applicable remuneration,

1 including but not limited to, non-discretionary bonuses, shift differential pay, and/or
2 shift premium pay.

3 81. California law uses the terms “compensation” and “pay” interchangeably
4 and requires that all applicable remuneration, including but not limited to non-
5 discretionary bonuses, shift differential pay, and/or shift premium pay be included
6 when calculating an employee’s regular rate of pay.

7 82. At all relevant times, Defendants paid Plaintiff premium wages based on
8 a rate of compensation that did not reflect, among other things, non-discretionary
9 bonuses, shift differential pay, and/or shift premium pay as required by Labor Code §
10 226.7(b) and §§ 11 and 12 of the applicable Wage Order on the occasions when
11 Defendants paid him premium wages in lieu of meal and/or rest periods.

12 83. Plaintiff is informed and believes, and thereupon alleges, that, at all
13 relevant times during the applicable limitations period, Defendants maintained a
14 policy or practice of paying “**On-Call**” **Class, and Security Check Class** members
15 premium wages based on rates of compensation that have not reflected non-
16 discretionary bonuses, shift differential pay, and/or shift premium pay.as required by
17 Labor Code § 226.7(b) and §§ 11 and 12 of the applicable Wage Order on the
18 occasions when Defendants paid them premium wages in lieu of meal and/or rest
19 periods.

20 84. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the
21 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of
22 himself, “**On-Call**” **Class, and Security Check Class** members, seeks to recover
23 reasonable attorneys’ fees.

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FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS

(Lab. Code § 226)

(Plaintiff and Wage Statement Penalties Class)

85. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

86. Labor Code § 226(a) states:

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

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

1 Letter July 6, 2006.)

2 88. Plaintiff is informed and believes that, at all relevant times during the
3 applicable limitations period, Defendants have failed to provide **Wage Statement**
4 **Penalties Class** members with written wage statements as described above.

5 89. Plaintiff is informed and believes that Defendants' failure to provide him
6 and **Wage Statement Penalties Class** members with accurate written wage
7 statements were intentional in that Defendants had the ability to provide them with
8 accurate wage statements but had intentionally provided them with written wage
9 statements that Defendants knew do not comply with Labor Code § 226(a).

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

20 91. Pursuant to Labor Code § 226(e), Plaintiff, on behalf of himself and
21 **Wage Statement Penalties Class** members, seeks the greater of actual damages or
22 fifty dollars (\$50.00) for the initial pay period in which a violation of Labor Code
23 section 226(a) occurred and one hundred dollars (\$100.00) for each subsequent pay
24 period in which a violation of Labor Code § 226(a) occurred, not to exceed an
25 aggregate penalty of four thousand dollars (\$4,000.00) per class member.

26 92. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit
27 doctrine and/or the common fund doctrine, Plaintiff, on behalf of himself and **Wage**
28 **Statement Penalties Class** members, seek awards of reasonable attorneys' fees and

1 costs.

2 **FIFTH CAUSE OF ACTION**
3 **FAILURE TO TIMELY PAY ALL FINAL WAGES**
4 **(Lab. Code §§ 201–203)**
5 **(Plaintiff and Waiting Time Penalties Class)**

6 93. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

7 94. At all relevant times, Plaintiff and **Waiting Time Penalties Class**
8 members have been entitled, upon the end of their employment with Defendants, to
9 timely payment of all wages earned and unpaid before termination or resignation.

10 95. At all relevant times, pursuant to Labor Code § 201, employees who
11 have been discharged have been entitled to payment of all final wages immediately
12 upon termination.

13 96. At all relevant times, pursuant to Labor Code § 202, employees who
14 have resigned after giving at least seventy-two (72) hours' notice of resignation have
15 been entitled to payment of all final wages at the time of resignation.

16 97. At all relevant times, pursuant to Labor Code § 202, employees who
17 have resigned after giving less than seventy-two (72) hours' notice of resignation
18 have been entitled to payment of all final wages within seventy-two (72) hours' of
19 giving notice of resignation.

20 98. During the applicable limitations period, Defendants failed to pay
21 Plaintiff all of his final wages in accordance with the Labor Code by failing to timely
22 pay him all of his final wages.

23 99. Plaintiff is informed and believes that, at all relevant times during the
24 applicable limitations period, Defendants have failed to timely pay **Waiting Time**
25 **Penalties Class** members all of their final wages in accordance with the Labor Code.

26 100. Plaintiff is informed and believes that, at all relevant times during the
27 applicable limitations period, Defendants have maintained a policy or practice of
28 paying **Waiting Time Penalties Class** members their final wages without regard to

1 the requirements of Labor Code §§ 201 or 202 by failing to timely pay them all final
2 wages.

3 101. Plaintiff is informed and believes and thereupon alleges that Defendants'
4 failure to timely pay all final wages to him and **Waiting Time Penalties Class**
5 members have been willful in that Defendants have the ability to pay final wages in
6 accordance with Labor Code §§ 201 and/or 202 but have intentionally adopted
7 policies or practices that are incompatible with those requirements.

8 102. Pursuant to Labor Code §§ 203 and 218.6, Plaintiff, on behalf of himself
9 and **Waiting Time Penalties Class** members, seeks waiting time penalties from the
10 respective dates that their final wages had first become due until paid, up to a
11 maximum of thirty days, and interest thereon.

12 103. Pursuant to Labor Code § 226, Code of Civil Procedure § 1021.5, the
13 substantial benefit doctrine and/or the common fund doctrine, Plaintiff, on behalf of
14 himself and **Waiting Time Penalties Class** members, seek awards of reasonable
15 attorneys' fees and costs.

16 **SIXTH CAUSE OF ACTION**

17 **UNFAIR COMPETITION**

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

19 **(Plaintiff and UCL Class)**

20 104. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

21 105. Business and Professions Code § 17200 defines "unfair competition" to
22 include any unlawful business practice.

23 106. Business and Professions Code §§ 17203–17204 allow a person who has
24 lost money or property as a result of unfair competition to bring a class action in
25 accordance with Code of Civil Procedure § 382 to recover money or property that
26 may have been acquired from similarly situated persons by means of unfair
27 competition.

28 107. California law requires employers to pay hourly, non-exempt employees

1 for all hours they are permitted or suffered to work, including hours that the employer
2 knows or reasonably should know that employees have worked.

3 108. Plaintiff, on behalf of himself and the **UCL Class** members, re-alleges
4 and incorporates the FIRST, SECOND, and THIRD causes of action herein.

5 109. Plaintiff lost money and/or property as a result of the aforementioned
6 unfair competition.

7 110. Defendants have or may have acquired money by means of unfair
8 competition.

9 111. Plaintiff is informed and believes and thereupon alleges that, by
10 committing the Labor Code violations described in this Complaint, Defendants
11 violated Labor Code §§ 215, 216, 225, 226.6, 354, 408, 553, 1175, and 1199.
12 Defendants thus committed misdemeanors by violating the Labor Code as alleged
13 herein.

14 112. Defendants have committed criminal conduct through their policies and
15 practices of, *inter alia*, failing to comport with their affirmative obligations as an
16 employer to provide non-exempt employees with uninterrupted, duty-free meal
17 periods of at least thirty minutes for each work period of five or more hours and by
18 failing to pay non-exempt employees for all hours worked.

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

22 114. Defendants' unlawful conduct as alleged in this Complaint amounts to
23 and constitutes unfair competition within the meaning of Business and Professions
24 Code section 17200 *et sequitur*. Business and Professions Code §§ 17200 *et sequitur*
25 protect against unfair competition and allow a person who has suffered an injury-in-
26 fact and has lost money or property as a result of an unfair, unlawful, or fraudulent
27 business practice to seek restitution on behalf of himself and on behalf of similarly
28 situated persons in a class-action proceeding.

1 115. As a result of Defendants' violations of the Labor Code during the
2 applicable limitations period, Plaintiff has suffered an injury-in-fact and has lost
3 money or property in the form of earned wages. Specifically, Plaintiff has lost money
4 or property as a result of Defendants' conduct.

5 116. Plaintiff is informed and believes that other similarly situated persons
6 have been subject to the same unlawful policies or practices of Defendants.

7 117. Due to the unfair and unlawful business practices in violation of the
8 Labor Code, Defendants have gained a competitive advantage over other comparable
9 companies doing business in the State of California that comply with their legal
10 obligations.

11 118. California's Unfair Competition Law ("UCL") permits civil recovery
12 and injunctive relief for "any unlawful, unfair or fraudulent business act or practice,"
13 including a practice or act that violates, or is considered unlawful under, any other
14 state or federal law.

15 119. Accordingly, pursuant to Business & Professions Code §§ 17200 and
16 17203, Plaintiff requests the issuance of temporary, preliminary, and permanent
17 injunctive relief enjoining Defendants, and each of them, and their agents and
18 employees, from further violations of the Labor Code and applicable Industrial
19 Welfare Commission Wage Orders, and upon a final hearing, an order permanently
20 enjoining Defendants, and each of them, and their respective agents and employees,
21 from further violations of the Labor Code and applicable Industrial Welfare
22 Commission Wage Orders.

23 120. Pursuant to Business and Professions Code § 17203, Plaintiff, on behalf
24 of himself and **UCL Class** members, seeks declaratory relief and restitution of all
25 monies rightfully belonging to them that Defendants did not pay them or otherwise
26 retained by means of its unlawful and unfair business practices.

27 121. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit
28 doctrine and/or the common fund doctrine, Plaintiff and **UCL Class** members are

1 entitled to recover reasonable attorneys' fees in connection with their unfair
2 competition claims.

3 **SEVENTH CAUSE OF ACTION**

4 **CIVIL PENALTIES**

5 **(Lab. Code §§ 2698 *et seq.*)**

6 122. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

7 123. During the applicable limitations period, Defendants have violated Labor
8 Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 1194, 1197, and 1198.

9 124. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
10 behalf of himself and other current and former employees, to bring a representative
11 civil action to recover civil penalties pursuant to the procedures set forth in Labor
12 Code § 2699.3 that may, but need not, be brought or maintained as a class action
13 pursuant to Code of Civil Procedure section 382.

14 125. Plaintiff, a former employee against whom Defendants committed one or
15 more of the alleged Labor Code violations during the applicable limitations period, is
16 an aggrieved employee within the meaning of Labor Code § 2699(c).

17 126. Plaintiff has complied with the procedures for bringing suit specified in
18 Labor Code § 2699.3. Notice was timely provided to the California Labor &
19 Workforce Development Agency ("LWDA") and 65 days have elapsed without the
20 LWDA providing Plaintiff with any notice of an intent to intervene.

21 127. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the
22 following civil penalties for Defendants' violations of Labor Code §§ 201, 202, 203,
23 204, 223, 226(a), 226.7, 510, 512, 1194, 1197, and 1198.

- 24 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 1194,
25 and 1198, one hundred dollars (\$100) for each employee per pay
26 period for each initial violation and two hundred dollars (\$200) for
27 each employee per pay period for each subsequent violation
28 (penalties set by Labor Code § 2699(f)(2));

- 1 ii. For violations of Labor Code § 203, a penalty in an amount not
2 exceeding thirty (30) days' pay as waiting time (penalties set by
3 Labor Code § 256);
- 4 iii. For violations of Labor Code § 204, one hundred dollars (\$100)
5 for each employee for each initial violation that was neither
6 willful nor intentional, two hundred dollars (\$200) for each
7 employee, plus 25% of the amount unlawfully withheld from each
8 employee, for each initial violation that was either willful or
9 intentional, and two hundred dollars (\$200) for each employee,
10 plus twenty-five percent (25%) of the amount unlawfully withheld
11 from each employee, for each subsequent violation, regardless of
12 whether the subsequent violation was either willful or intentional
13 (penalties set by Labor Code § 210);
- 14 iv. For violations of Labor Code § 223, one hundred dollars (\$100)
15 for each employee for each initial violation that was neither
16 willful nor intentional, two hundred dollars (\$200) for each
17 employee, plus twenty-five percent (25%) of the amount
18 unlawfully withheld from each employee, for each initial violation
19 that was either willful or intentional, and two hundred dollars
20 (\$200) for each employee, plus twenty-five percent (25%) of the
21 amount unlawfully withheld from each employee, for each
22 subsequent violation, regardless of whether the subsequent
23 violation was either willful or intentional (penalties set by Labor
24 Code § 225.5);
- 25 v. For violations of Labor Code § 226(a), if this action is deemed to
26 be an initial citation, two hundred and fifty dollars (\$250) for each
27 employee for each violation. Alternatively, if an initial citation or
28 its equivalent occurred before the filing of this action, one

thousand dollars (\$1,000) for each employee for each violation (penalties set by Labor Code § 226.3);

vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each employee for each initial pay period for which the employee was underpaid, and one hundred dollars (\$100) for each employee for each subsequent pay period for which the employee was underpaid (penalties set by Labor Code § 558);

vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);

viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself, all others similarly situated, the general public, and the State of California prays for relief and judgment against Defendants as follows:

- (1) An order that the action be certified as a class action;
- (2) An order that Plaintiff be appointed class representative;
- (3) An order that counsel for Plaintiff be appointed class counsel;
- (4) Unpaid wages;
- (5) Actual damages;
- (6) Liquidated damages;
- (7) Restitution;

- 1 (8) Declaratory relief;
- 2 (9) Pre-judgment interest;
- 3 (10) Statutory penalties;
- 4 (11) Civil penalties;
- 5 (12) Costs of suit;
- 6 (13) Reasonable attorneys' fees; and
- 7 (14) Such other relief as the Court deems just and proper.

8 **DEMAND FOR JURY TRIAL**

9 Plaintiff, on behalf of himself, all other similarly situated, the general public,
10 and the State of California hereby demands a jury trial on all issues so triable.

11
12 Dated: October 27, 2021

SETAREH LAW GROUP

13
14
15 /s/ Shaun Setareh

16 SHAUN SETAREH
17 THOMAS SEGAL
18 FARRAH GRANT
19 Attorneys for Plaintiff
20 MAYNOR GALINDO
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