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on behalf of himself and all others similarly situated

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

JUAN SALINAS, an individual, on behalf of
himself and others similarly situated,

Plaintiff,

vs.

CUSTOM DESIGN FUR CORPORATION,
a California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 21STCV28990

CLASS ACTION

Assigned for All Purposes To:

Hon. Stuart M. Rice

Dept.: 1 – Spring Street Courthouse

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages and for all hours worked;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Violation of Labor Code § 226(a)
6. Violation of Labor Code § 221;
7. Violation of Labor Code § 204;
8. Violation of Labor Code § 203;
9. Violation of Labor Code § 2802;
10. Violation of Business & Professions Code § 17200 *et seq.*; and
11. Penalties under PAGA, Labor Code § 2698

DEMAND FOR JURY TRIAL

Complaint Filed: August 5, 2021

Trial Date: None Set

1 Plaintiff JUAN SALINAS (hereinafter “Plaintiff”), on behalf of himself and all other
2 similarly situated non-exempt resident building and property managers employed by Defendants at
3 their buildings in California (collectively, “Employees”; individually, “Employee”), complains of
4 Defendants, and each of them, as follows:

5 INTRODUCTION

6 1. Plaintiff brings this action on behalf of himself and all current and former
7 Employees within the State of California who, at any time four years prior to the filing of this
8 lawsuit, are or were employed as non-exempt, hourly resident building managers by Defendants
9 CUSTOM DESIGN FUR CORPORATION., a California corporation, and DOES 1 through 50
10 (all defendants being collectively referred to herein as “Defendants”). Plaintiff alleges that
11 Defendants, and each of them, violated various provisions of the California Labor Code, relevant
12 orders of the Industrial Welfare Commission (IWC), and California Business & Professions Code,
13 and seeks redress for these violations.

14 2. Plaintiff is a resident of Los Angeles county and was employed during the relevant
15 period by Defendants as a resident building manager, with responsibilities for completing wide
16 ranging job duties required to operate and maintain the multi-unit apartment building to which he
17 was assigned and where he lived in Sylmar, California. Plaintiff and the Class members were
18 employed by Defendants as resident building or apartment managers throughout Los Angeles
19 County and in surrounding areas where Defendants owned and operated hundreds of buildings,
20 upon information and belief, including under the trade names LA Apartments, L.A. Apartments
21 Biz, and/or LAApartments.biz. Plaintiff and the other similarly situated building managers were
22 required to be available and to perform various building maintenance, administrative, and
23 managerial duties and related work tasks at Defendants’ behest at all hours of the day and night
24 and during week days and weekends without being paid all wages due for all hours worked and
25 without being provided all required breaks. Upon information and belief, Plaintiff was employed
26 by Defendants, shared similar job duties and responsibilities, was subjected to the same policies
27 and practices, and endured similar violations at the hands of Defendants as the other Employee
28 Class members who served in similar and related positions. This included Defendants’ uniformly

1 applied and unlawful policy of compensating the Class members only by allowing them to live
2 rent free in their buildings while failing to also ensure they recorded and were paid for all their
3 hours worked as required under the Labor Code and Wage Order 5-2001 from the Industrial
4 Welfare Commission regulating the wages, hours and working conditions in the Public
5 Housekeeping Industry (“Wage Order 5”).

6 3. Defendants required Plaintiff and the Employees in the Class to work off the clock
7 and failed to record accurate time worked by these Employees, failed to pay them at the
8 appropriate rates for all hours worked, failed to pay all wages due and owing twice monthly and at
9 termination or resignation, and provided Plaintiff and the Class members with untimely payments
10 and failed to issue wage statements to them, which prevented the resident managers from learning
11 of these unlawful pay practices. Defendants also failed to provide Plaintiff and the Class with
12 lawful meal and rest periods, as Employees were required to remain under Defendants’ control
13 and were not provided with the opportunity to take full, timely, uninterrupted and duty-free rest
14 periods and meal breaks, as required by the Labor Code and the applicable paragraphs of the IWC
15 Wage Orders.

16 4. Defendant CUSTOM DESIGN FUR CORPORATION is a California corporation
17 which lists its principal executive offices and California address in Los Angeles, California in Los
18 Angeles County. It lists its type of business with the California Secretary of State as “Real Estate
19 Leasing.” Upon information and belief, CUSTOM FUR DESIGN CORPORATION also does
20 business in California as LA Apartments, L.A. Apartments Biz, and/or LAApartments.biz, and
21 Defendants operate under these and other trade names to run their network of rental properties. Its
22 web-site explains that: “LA Apartments services the West Side, Hollywood, Highland Park, and
23 Valley areas. Looking for a new place to call home? Give our office a call for information on
24 current and upcoming vacancies! We are committed to delivering excellent service every day by
25 listening to our clients and meeting their needs. Every member of our team takes ownership of
26 tenants' concerns--no matter how small--and responds quickly and thoroughly to ensure a
27 satisfactory resolution of the issue.” It also asserts that: “LAAPARTMENTS provides high-
28 quality, comfortable rental units in Los Angeles and other areas of Southern California.

1 LAAPARTMENTS's apartment units offer state-of-the-art living conditions to a growing need for
2 quality housing. Our company is dedicated to a hassle free living environment in which our
3 tenants can enjoy all of the benefits of safe, attractive, and inviting units." Upon information and
4 belief, Defendants have employed hundreds of resident building and property managers at their
5 various properties throughout Los Angeles County and California, and they manage buildings with
6 anywhere from 20 to 60 units or more in them.

7 5. This Court has jurisdiction over this Action pursuant to California Code of Civil
8 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
9 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
10 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
11 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
12 obligations and liabilities giving rise to this lawsuit occurred at least in part in Los Angeles
13 County where Defendant CUSTOM DESIGN FUR CORPORATION is headquartered and owns
14 and operates buildings, including those where Plaintiff and the other Class members lived and
15 were employed.

16 6. The true names and capacities, whether individual, corporate, associate, or
17 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
18 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
19 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
20 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
21 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
22 this Complaint to reflect the true names and capacities of the Defendants designated herein as
23 Does 1 through 50 when their identities become known.

24 7. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
25 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
26 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
27 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
28 all respects as the employers or joint employers of Employees. Defendants, and each of them,

1 exercised control over the wages, hours or working conditions of Employees, created and
2 implemented the policies and practices that governed the employment of Plaintiff and the Class
3 members and dictated their job duties and responsibilities, or otherwise suffered or permitted
4 Plaintiff and the other Employee Class members to work, or engaged, thereby creating a common
5 law employment relationship, with the Employee Class members. Therefore, Defendants, and each
6 of them, employed or jointly employed the Employee Class members.

7 **FACTUAL BACKGROUND**

8 8. The Employees who comprise the Class, including Plaintiff, are non-exempt
9 employees of Defendants pursuant to the applicable Wage Order of the Industrial Welfare
10 Commission (“IWC”). Upon information and belief, their employment has not been governed
11 under any collective bargaining agreements. During the period of four years prior to the filing of
12 this action through its resolution, Plaintiff and the Class members were either not paid by
13 Defendants for all hours worked or were not paid at the appropriate minimum, regular and
14 overtime rates. Plaintiff also contends that Defendants failed to pay Plaintiff and the Class
15 members all wages due and owing, including by requiring off the clock work and willfully
16 avoiding paying overtime premiums, failed to provide meal and rest breaks, and failed to furnish
17 accurate wage statements and timely pay all wages owed, all in violation of various provisions of
18 the California Labor Code and applicable paragraphs of the IWC Wage Orders.

19 9. During the course of Plaintiff and the Class members’ employment with
20 Defendants, they were not paid all wages they were owed, including for all work performed
21 (resulting in “off the clock” work) and for all their overtime hours worked at the required
22 overtime premium rates. This has resulted in systematic and ongoing violations of the California
23 Labor Code and relevant IWC Wage Orders.

24 10. Plaintiff, along with the similarly situated Employees in the Class, worked as non-
25 exempt, hourly resident property and building managers. Defendants required Plaintiff, and upon
26 information and belief the other on-site building property managers in the Class, to sign a
27 Resident Manager Agreement detailing the terms under which he would be employed by
28 Defendants. The agreement was between Plaintiff and “the Company” referred to as

1 “LAApartments.biz.” Among other things, the agreement requires Plaintiff to acknowledge and
2 agree to the following: (1) the employment is at will; (2) the manager acknowledges they reside
3 on the Company’s premises, and the manager does not work all the time they are on the premises;
4 (3) when not performing required job duties, managers are free to engage in normal, private
5 pursuits like eating and sleeping; and (4) the manager will perform work as required by the
6 Company, including the listed duties in the Agreement.

7 11. The job duties and requirements shared by Plaintiff and the other building
8 managers in the Class were many and varied, and as listed by Defendants in the Resident
9 Manager Agreements, included the following: (1) Prepare, submit and keep such records and
10 reports as required and post notices; (2) Maintain all common areas, laundry rooms, parking
11 areas, and the pool areas in safe and clean and orderly condition; (3) Patrol or walk around
12 property at least 4 times daily; (4) clean and supervise cleaning and refurbishment of vacant
13 apartments for rental; (5) Collect maintenance work orders and coordinate with the Company to
14 address them; (6) report all repairs needed or hazards to address; (7) be prepared to respond to
15 emergencies and report all accidents and incidents to the Company; (8) prepare for open houses
16 and mark them with balloons and place signs; (9) collect rent; (10) perform light maintenance;
17 and (11) submit time cards to the Company on Mondays for the prior week, and failure to submit
18 them will result in discipline, up to and including termination.

19 12. Plaintiff recalls being required to also perform other related job duties at various
20 times of the day and on each day of the week, including coordinating services and responses to
21 maintenance requests for building tenants, completing all the reports he was required to fill out,
22 collecting monthly rent checks and money and providing it to Defendants, notifying Defendants
23 of late payments and giving notice and filing for evictions and appearing in court as necessary,
24 tracking building water consumption and performing inspections for leaks, showing units to
25 potential new tenants, and responding to inquiries or any emergencies that arose in his building,
26 which included 30-40 units. Performing all the job duties Defendants required of Plaintiff was a
27 demanding and called for Plaintiff to work substantially more hours than he was compensated for,
28 including early in the morning and late at night and throughout the weekends. Despite this,

1 Defendants required Plaintiff to only record that he worked for a few hours, and generally on
2 weekdays only.

3 13. More specifically, timekeeping entries of hours worked were allegedly recorded
4 on a document Defendants referred to as “Employee Timesheet – Report of Hours Worked.” The
5 number of hours per month was, upon information and belief, inputted by Defendants onto the
6 Employee Timesheets for each Class member so that when paid at the hourly rate, it would
7 equate to the monthly rent value for the apartment in which Defendants permitted each manager
8 to live. In other words, Defendants paid Plaintiff and the other Class members no actual net
9 wages, and instead paid them solely and unlawfully by allowing them to live on the property rent
10 free. Timesheets for Plaintiff were essentially pre-printed and listed forms onto which dates for a
11 two week period are followed by hours worked for the work shift, which had to be completed to
12 Defendant’s specifications, including by listing substantially fewer hours than actually worked
13 and no overtime hours. The Timesheets and Defendants’ policies and practices applying to them
14 systematically required Plaintiff and the Class members to dramatically understate their actual
15 hours worked on a daily or weekly basis. This resulted from Defendants’ imposed requirement
16 that the Class members list no more than a specified number of total hours in a work week and in
17 a twice monthly pay period. In Plaintiff’s case, this was approximately 38 hours each pay period.

18 14. Also, despite the fact that the on-site property managers comprising the Class were
19 required to be performing actual work related duties every day of the week and for significantly
20 more time than they were compensated for, Defendants required them to maintain the impression
21 on the Employee Timesheets that they only worked Monday through Friday in any given week.
22 They were also only permitted to list a number of hours daily, weekly, per pay period, and
23 monthly that would equate to their monthly rent value. Defendants expected and required that
24 building managers agree as a condition of their employment not to record hours worked above
25 and beyond that value and to work off the clock to accomplish the various job duties required of
26 them. Yet at the same time, Defendants also required Plaintiff and the Class to submit timesheets
27 with signatures attesting to not working more hours than listed. Also, for example, Plaintiff’s
28 time cards included the following pre-printed statement: “All hours over 74 per month and any

1 overtime (any time in excess of 8 hrs worked per day or 40 hrs in a work week) must be
2 requested and pre-approved by Owner.” While Defendants allege to provide a mechanism for
3 reporting, requesting, and being paid for hours worked, the resident managers were instructed to
4 never list overtime hours, and they were subject to punishment if they listed overtime hours.

5 15. The Employee Timesheets for Plaintiff, and upon information and belief the other
6 similarly situated on-site property managers under Defendants’ employment, were also adapted to
7 list specific tasks performed each day by the manager. However, Plaintiff was required to input
8 boilerplate entries for each day that included the following duties: “Calls, e-mails, text messages,
9 show properties, print document.” On a couple occasions, the entry would then add “get
10 applications from prospect tenants.” Therefore, despite the fact that Plaintiff and the Class
11 members were required to work at all hours of the day and night and to be on call and ready to
12 respond to building and tenant issues 24 hours a day and seven days a week, Defendants had no
13 regard for the actual hours they were working, required inaccurate and understated Employee
14 Timesheets, and paid no attention to the description of the actual work tasks completed by the
15 Class members or the actual hours they were working or the rates at which they should be paid
16 for those hours.

17 16. Additionally, for any hours Class members worked that Defendants allowed them
18 to count and record on Timesheets, they were only paid at the regular hourly rate for them.
19 Defendants maintained a strict policy of not permitting any overtime, and generally
20 systematically failed to pay Plaintiff for any hours over eight in a work shift or forty in a
21 workweek at the required overtime rate of pay. Defendants also never accounted for or allowed
22 Plaintiff and the Class members to receive duty-free, uninterrupted meal periods and rest breaks,
23 and kept no records of if and when non-exempt property managers were provided with meal
24 periods other than requiring Class members to attest to receiving their meal periods when they did
25 not or when the breaks taken were otherwise unlawful.

26 17. Despite having constructive and actual knowledge that Plaintiff and the Class
27 members were working many regular and overtime hours without receiving any regular hourly
28 rate or overtime rate compensation, upon information and belief Defendants required them to

1 complete and submit Employee Timesheets that were drastically understated in terms of hours
2 worked and compensation rates and required them to attest to receiving their breaks. To
3 compound their systematic, class-wide violations, Defendants then also required Plaintiff, and
4 upon information and belief the other Class members, to sign off on each of their Employee
5 Timecards attesting and declaring under penalty of perjury that: “(i) the time and hours recorded
6 on this timesheet accurately and fully reflect all time that I worked on the designated day and I
7 did not work off the clock; (ii) I have taken all required rest and meal breaks in the amount and to
8 the extent required by law; (iii) I have not violated any Company policy, including the policy
9 against working unauthorized overtime; (iv) I am employed at-will; and (v) I have not sustained
10 any work-related injury on the designated day.” Defendants were clear in communicating to
11 Plaintiff and the Class members that, if they wanted to continue to keep not having to pay their
12 apartment rent, they were required to make false statements under penalty of perjury regarding
13 the actual hours they worked or the breaks they received.

14 18. Despite all this, Defendants did not pay any building managers any remuneration
15 in the form of hourly wages for any of their hours worked or missed breaks. The only form of
16 compensation that Plaintiff and the Class members received for performing their building
17 manager duties was they were permitted to live in one of the building units rent-free. In Plaintiff’s
18 instance, this monthly compensation equated to approximately \$1,200.00 per month, as that was
19 two-thirds of the average rental value of the comparable units in his building.

20 19. The Resident Manager Agreement is also unlawful in that it defines the term
21 “hours worked” to mean the time spent in the performance of the work described in the
22 agreement or additional work as required, and defines it not to include time between performing
23 duties or on personal affairs. The managers are also required to acknowledge an understanding
24 that the nature of their duties is such that hours worked will vary from day to day. While Wage
25 Order 5 has been interpreted to not count the down time between performing job duties as wages
26 owed, both Wage Order 5 and the Labor Code require Defendants to pay Plaintiff and the other
27 similarly situated Class members at least the minimum wage for the hours they are actually
28 performing work duties. Rather than complying with these requirements, Defendants only

1 permitted resident managers to list a limited number of hours in any given work shift or week or
2 pay period, and never permitted them to list overtime hours in the event they worked more than
3 eight hours total during a work day or forty hours during a work week.

4 20. For example, the Resident Manager Agreement requires managers to acknowledge
5 and agree that they will work no more than 8 hours in any one day or more than 19 hours in one
6 week, and requires written authorization from Defendants to exceed these meager numbers. It
7 also emphasizes that time cards must be submitted weekly, and that if the manager reports or
8 otherwise works overtime without permission, they will be subject to discipline, up to and
9 including termination.

10 21. Plaintiff's Resident Manager Agreement also addresses the compensation he will
11 receive, and upon information and belief the Agreements for the other managers were similar.
12 The Agreement states that the manager will be compensated for all hours worked (as defined by
13 the Company) at the minimum hourly rate required in California, and that the manager will abide
14 by a separate lease agreement they must execute. The Agreement also states that no wages will
15 be offset by the rent due from the manager, and that a check exchange exemption should apply.
16 Whatever the case, upon information and belief, Plaintiff and the Class members were not paid
17 any hourly minimum wages for any of their hours worked above and beyond their rental credit.
18 The manager was required to pay their rent and then would receive any payment or credit from
19 Defendants to essentially serve as only a rent reimbursement under the Agreement. However, in
20 practice, Plaintiff did not write a rent check to Defendants and Defendants provided no check to
21 Plaintiff for performing his job duties as a building manager. Defendants also did not provide
22 Plaintiff and the Class members with wage statements as required under the Labor Code detailing
23 their hours worked and the amounts and rates at which they were paid. Defendants compounded
24 these violations by failing to record and count or pay all the hours they were required to work
25 above and beyond the hours Defendants allowed them to record.

26 22. As the only form of remuneration that Plaintiff and the Class members received
27 for performing their many and varied building manager duties, Defendants required managers to
28 acknowledge the market value of their apartments, which in Plaintiff's case was allegedly

1 \$1,800.00 per month, and then agree that the manager's credited compensation for the rent is
2 equal to two-thirds of that market value, which as \$1,200.00 for Plaintiff. Defendants then
3 required managers to limit the hours of work they reported each week to not exceed that two-
4 thirds value. Defendants did not issue checks to Plaintiff and the Class members for their
5 minimum wages or for any meal or rest period premium wages, and instead simply did not collect
6 rent for the building unit occupied by the manager. While the Labor Code and Wage Order 5
7 contemplate off-setting the at least minimum wage with the value of the rental unit housing the
8 manager is provided with, Defendants can only do so for up to two-thirds of the rental value.
9 Defendants did this, but then committed systematic and ongoing Labor Code violations and
10 violations of Wage Order 5 by not paying building managers at least minimum wages for any of
11 their actual hours worked which Defendants would not permit them to record as hours worked.

12 23. The residential property managers in the Class live in units at Defendants'
13 properties, free of charge. In such cases, the employer may treat the employee's lodging as
14 compensation and pay the employee an hourly rate less than the applicable minimum wage rate or
15 minimum rate under applicable local wage ordinances in Los Angeles County, provided the
16 reasonable value of the lodging makes up the difference. However, in calculating an employee's
17 overtime rate in such instances, the regular hourly rate used to calculate and pay the overtime
18 premium rate must include both the hourly rate the employee receives and the value of the
19 lodging provided by the employer. Defendants systematically committed similar overtime
20 miscalculation and underpayment by compelling the Class members to not record or request
21 payment for any overtime hours, as they were strictly prohibited from listing any actual overtime
22 hours worked.

23 24. Residential Property Managers live in units at their employers' properties, free of
24 charge. The most Defendants are permitted to offset wages by in these instances is two-thirds of
25 the fair monthly rental value of the "rent free" apartments they provide to a resident building
26 manager. They are only permitted to do so in the event the manager is then also paid at the
27 required minimum wage rate for all the hours worked above and beyond that rent value. This
28 includes paying the overtime premium rate for all hours worked over eight in a day and forty in a

1 week. Defendants instead provided resident building managers under their employ with no
2 compensation of any sort for any hours they worked except the value of two-thirds of their
3 monthly rent on their assigned units. Defendants compounded these violations by requiring
4 resident building managers to submit and sign time cards attesting that they worked for only a
5 fraction of their actual hours worked.

6 25. Additionally, as Defendants upon information and belief provided no pay checks
7 to Plaintiff and the Class members, they also failed to provide them with accurate wage
8 statements detailing their hours worked and applicable wage rates and all the requirements under
9 Labor Code § 226(a). This also resulted in systematic and ongoing record keeping violations and
10 failure to timely pay all wages and provide wage statements under Labor Code §§ 1174 and 204
11 and Wage Order 5.

12 26. Plaintiff has made Defendants aware of the violations described herein on many
13 occasions by complaining to Defendants' management about not being paid for all hours worked
14 and not receiving breaks and about not being paid any overtime. Defendants provided no relief to
15 Plaintiff, and continued to uniformly enforce their unlawful policies and practices in their daily
16 interactions with Plaintiff and the building manager Class members. The law protects resident
17 managers from retaliation if they complain that they are owed wages or about other workplace
18 violations. *See* Labor Code §§ 98.6, 1102.5(b). Employers are liable for penalties of \$10,000 per
19 employee per violation, and other damages, for retaliatory conduct.

20 27. Plaintiff was therefore not paid for all his hours worked at the required minimum,
21 overtime and double time wage rates due to Defendants' policy and practice of requiring him to
22 work off the clock and without pay, and failed to pay Plaintiff at the required overtime rates for
23 all hours over eight in a shift, or over forty in a work week. Defendants' unlawful timekeeping
24 and wage payment practices consistently applied to all Employees. With work shifts generally
25 being scheduled for eight hours or more, the unpaid off the clock work resulted in Plaintiff and
26 the Class members working past eight hours on most shifts, which required that they be paid at
27 the correct overtime rate of 1.5 times their regular rate of compensation.

1 28. Defendants thus systematically underpaid Plaintiff and the Class members by
2 failing to pay them at the required overtime rates for all hours over eight in a work shift or over
3 forty in a work week, and all hours over twelve in a day at the required double time rate. Upon
4 information and belief, the Class members were bound by similar scheduling and work policies as
5 Plaintiff, which Defendants required them to follow, and Class members endured similar
6 violations at Defendants' hands as Plaintiff.

7 29. Defendants have either failed to maintain timekeeping records for Plaintiff that
8 would permit Plaintiff to discover the nature and extent of the off the clock work Defendants'
9 required and the actual hours Plaintiff worked, or have otherwise declined to produce them to
10 Plaintiff in response to a timely and lawful records request. By failing to pay for all hours
11 worked, and not paying overtime premiums for hours over eight on a shift or forty in a week,
12 Defendants have committed knowing and intentional ongoing violations of the record keeping
13 requirements under the Labor Code, including section 1174.

14 30. The failure to pay for all hours worked and underpayment of wages to Plaintiff
15 and the Class members is and has been a direct consequence of Defendants' unlawful
16 compensation policies and practices, which applied uniformly to the Class members working at
17 Defendants' buildings in California. As a result of the above described unlawful requirements to
18 work off the clock, the failure to accurately record all hours worked and pay wages at the correct
19 rates, and the other wage violations they endured at Defendants' hands, Plaintiff and the Class
20 members were not properly paid all wages earned and all wages owed to them by Defendants,
21 including when working more than eight hours in any given day and/or more than forty hours in
22 any given week. As a result of Defendants' unlawful policies and practices, Plaintiff and Class
23 members incurred overtime hours worked for which they were not adequately and completely
24 compensated, in addition to the hours they were required to work off the clock at their regular
25 rates. This further resulted in systematic violations of Labor Code § 204 for failure to pay all
26 wages owed twice monthly and for failing to provide wage statements as required under Labor
27 Code§ 226.

1 31. Therefore, from at least four years prior to the filing of this lawsuit and continuing
2 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
3 hours worked, and failing to pay wages for all hours worked or under Defendants' control, as
4 required by California law. Also, from at least four years prior to the filing of this lawsuit and
5 continuing to present, Defendants consistently failed to pay Employees overtime compensation at
6 premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a
7 week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of
8 Labor Code § 510 and the corresponding sections of IWC Wage Orders.

9 32. Defendants also failed to provide Plaintiff and the Class members with their
10 required first and second meal periods, and their first, second, and third required rest breaks.
11 Defendants followed a common policy of failing to provide lawful meal periods to Plaintiff and
12 the Class members, as required under the Labor Code and Paragraph 11 of the applicable IWC
13 Wage Order(s). Defendants similarly systematically failed to authorize and permit Plaintiff and
14 the employee Class Members to take all required 10-minute rest breaks, as required under the
15 Labor Code and Paragraph 12 of the applicable IWC Wage Order(s).

16 33. Plaintiff and the Class members generally worked shifts that entitled them to
17 receive at least one meal period and two rest breaks. However, Defendants failed to provide all
18 required meal periods and rest breaks to them. Defendants' uniformly applied policies and
19 practices systematically failed to provide required duty-free meal periods to Plaintiff and the
20 Class members. If and when Plaintiff received a meal break, it was generally interrupted by work
21 demands. Plaintiff and other Class members were required to perform work as ordered by
22 Defendants for more than five hours during a shift, but were often required to do so without
23 receiving a compliant meal break. Plaintiff would often keep working through any required break
24 times because he did not want to fall behind in all his work due the job demands Defendants'
25 managers placed upon him and other Class members. Defendants' managers and management
26 were aware of Plaintiff working off the clock during meal periods. A similar problem occurred
27 with rest breaks, as production requirements and work demands prevented Plaintiff and the Class
28 members from taking all authorized rest periods, or required them to be untimely or interrupted or

1 on-duty. Additionally, as addressed above, Defendants followed a practice of under-reporting or
2 not recording all hours worked in a manner that would impact when Employees were to receive
3 meal periods, and meal periods were therefore either provided late or were shortened or otherwise
4 interrupted by work demands. On occasions when Employees in the Class worked over ten hours
5 in a shift, Defendants also failed to provide them with a second meal period.

6 34. The fact that the opportunity to take meal periods timely or for their full duration
7 was not provided to Plaintiff and the Class members requires Defendants to pay premium wages
8 of one full hour of regular wages for each unprovided or untimely or impermissibly shortened
9 meal period. In other words, any payments Defendants made for time during a meal period do not
10 excuse Defendants' failure to provide a lawful meal period during any given work shift.
11 Defendants also uniformly applied a policy and practice of not paying employees for times
12 beyond 30 minutes during a meal period, and would track the remaining time after 30 minutes
13 through clocking in as unpaid. Defendants thus also failed to compensate Employees in the Class
14 and Plaintiff for hours they were working between meal period times in order to complete their
15 job requirements and keep up with production demands.

16 35. Defendants thus failed to provide all the legally required unpaid, off-duty meal
17 periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Class
18 members, as required by the applicable Wage Order and Labor Code. Plaintiff and other Class
19 members were required to perform work as ordered by Defendants or otherwise remain under
20 Defendants' control for more than five hours during a shift, or ten hours in a shift, but were often
21 required to do so without receiving lawful, timely, and duty-free 30-minute meal breaks.
22 Additionally, as addressed above, Defendants followed a practice of requiring off the clock work,
23 in a manner that would impact when Employees were to receive meal periods and rest breaks,
24 thus leading to further violations.

25 36. As a result, Defendants' failure to provide Plaintiff and the Class members with all
26 legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest
27 periods is and will be evidenced by Defendants' business records, or lack thereof. Defendants have
28 either failed to maintain required records of when meal periods were actually provided or failed to

1 produce them in response to Plaintiff's timely and lawful requests, or else maintained inaccurate
2 and incomplete records. Defendants also failed to pay Employees "premium pay," i.e. one hour of
3 wages at each Employee's effective hourly rate of pay, for each meal period or rest break that
4 Defendants failed to provide or deficiently provided, in violation of Labor Code § 226.7.

5 37. Therefore, from at least four years prior to the filing of this action and through to
6 the present, Plaintiff and the Class members were unable to take off-duty breaks or were otherwise
7 not provided with the opportunity to take required meal breaks due to Defendants' policies and
8 practices. On the occasions when Plaintiff and the Class members were provided with a meal
9 period, it was often untimely or interrupted, or was impermissibly shortened, and Employees were
10 not provided with one hour's wages in lieu thereof. Meal period violations thus occurred in one or
11 more of the following manners:

- 12 a. Class members were not provided full thirty-minute duty free meal periods for
13 work days in excess of five hours and were not compensated one hour's wages in
14 lieu thereof, all in violation of, among others, Labor Code §§ 226.7, 512, and the
15 applicable Industrial Welfare Commission Wage Order(s);
- 16 b. Class members were not provided second full thirty-minute duty free meal periods
17 for work days in excess of ten hours;
- 18 c. Class members were required to work through at least part of their daily meal
19 period(s);
- 20 d. Meal periods were provided after five hours of continuous work during a shift; and
- 21 e. Class members were restricted in their ability to take a full thirty-minute meal
22 period or were otherwise required to remain under Defendants' control during
23 meal periods.

24 38. Defendants also failed to authorize and permit Plaintiff and the Class members to
25 take duty-free, net ten minute rest breaks for every four hours of shift work, or major fraction
26 thereof. There were similar issues with the required net-ten minute rest breaks that Plaintiff and
27 the Class members were unable to take as with meal periods. Rest breaks were not scheduled, as
28 Defendants' policy was not to provide them, and management did not emphasize the requirement

1 to provide at least one ten minute duty-free rest period for each four hour duty period, or major
2 fraction thereof. If and when Plaintiff and the Class members were provided with even a single
3 rest break on a shift, they were not provided with the required second or third rest period or else
4 they were interrupted or shortened by work demands and were not off-duty.

5 39. Defendants did not schedule any required ten minute rest breaks, and Plaintiff and
6 the Class members were compelled by work requirements and scheduling demands to continue
7 working throughout their shifts without receiving their required first, second, and third rest
8 breaks. Even the rest breaks they were authorized and permitted to take were often interrupted
9 regarding work matters. Therefore, the job requirements and duties required of Plaintiff and the
10 Class members, and the demands from Defendants' management and ownership, manifested a
11 failure to authorize and permit Class members to take all their required rest breaks. Plaintiff and
12 the other similarly situated Class members were either not authorized and permitted the
13 opportunity to take a rest break, or were required to remain under Defendants' control and
14 respond to and complete work requirements.

15 40. Defendants' policies and practices thus systematically deny and denied Plaintiff
16 and the Class members full, duty-free ten-minute rest periods and thirty-minute, duty-free meal
17 periods. The California Supreme Court has instructed that the rest period requirement obligates
18 employers to permit-and authorizes employees to take-off-duty rest periods. That is, during rest
19 periods employers must relieve employees of all duties and relinquish control over how
20 employees spend their time. Plaintiff and the Class members were and are under Defendants'
21 control when they are working through rest breaks, and Defendants failed to schedule or account
22 for required first, second, and third rest breaks during the shifts Plaintiff and the Class members
23 generally worked.

24 41. Plaintiff and the Defendants' Employees in the Class were also not authorized and
25 permitted to take lawful rest periods, were systematically required by Defendants to work through
26 or during breaks, and were not provided with one hour's wages in lieu thereof. They were
27 required to remain on-duty during breaks or portions of their breaks, thus making them either
28 untimely or shortened and on-duty, and they were also prevented from leaving the premises

1 during rest breaks under Defendants' policies and practices. Rest period violations therefore arose
2 in one or more of the following manners:

- 3 a. Class members were required to work without being provided a minimum ten
4 minute rest period for every four hours or major fraction thereof worked and were
5 not compensated one hour of pay at their regular rate of compensation for each
6 workday that a rest period was not provided;
- 7 b. Class members were not authorized and permitted to take timely rest periods for
8 every four hours worked, or major fraction thereof; and
- 9 c. Class members were required to remain on-duty and under Defendants' control
10 during rest periods or otherwise had their rest periods interrupted by work
11 demands.

12 42. From at least four years prior to the filing of this lawsuit and continuing to the
13 present, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or
14 deducting the Employees' earned wages, including by the above described off the clock work
15 before and after work shifts and by categorizing other hours worked as unpaid hours. Also,
16 Defendants willfully classified overtime hours as regular hours with the intent to avoid paying the
17 required overtime premium wages, or did not allow building managers to list overtime hours they
18 worked, thus unlawfully deducting overtime premium payments for certain hours worked over
19 eight in a shift or over forty in a week. Defendants also violated the Labor Code and Wage Order 5
20 by failing to pay all wages owed due in part to unlawful deduction from wages owed through the
21 rent credit policy Defendants followed. By not compensating Employees for all hours worked and
22 spent under Defendants' control, and by failing to pay all required overtime premiums and
23 unlawfully deducting more for a rent credit than allowed under the Labor Code and Wage Order 5,
24 Defendants unlawfully deducted wages earned by and owed to Plaintiff and the Class members in
25 violation of Labor Code § 221.

26 43. As a result of the above described illegal policies and practices, Defendants
27 engaged in and enforced the following additional unlawful practices and policies against Plaintiff
28 and the Class members he seeks to represent:

- a. failing to pay all wages owed to Class members who either were discharged, laid off, or resigned in accordance with the requirements of Labor Code §§ 201, 202, 203;
- b. failing to pay all wages owed to the Class members twice monthly in accordance with the requirements of Labor Code § 204;
- c. failing to pay Class members all wages owed, including all meal and rest period premium wages;
- d. failing to maintain accurate records of Class members' earned wages and meal periods in violation of Labor Code §§ 226 and 1174(d) and section 7 of the applicable IWC Wage Orders; and
- e. failing to produce timekeeping records in response to Plaintiff's timely and lawful request to receive them under these authorities.

44. From at least four years prior to the filing of this lawsuit, and continuing to the present, Defendants have also consistently failed to provide Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws, including by the above-described requirement of off the clock work, failure to pay all overtime, and failure to pay premium wages for unprovided or otherwise unlawful meal and rest breaks. Moreover, Defendants violated Section 226 by failing to provide the Class members with any wage statements with their semi-monthly wage payments. If and when Defendants provided statements, or Timecards, with any payments, they failed to accurately list the applicable overtime rate required and therefore systematically underpaid wages leading to inaccurate wage statements.

45. Defendants have also made it difficult to account with precision for the unlawfully withheld wages and meal and rest period compensation owed to Plaintiff and the Class, during the liability period, because they did not implement and preserve a record-keeping method as required for non-exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders. Upon information and belief, time clock punches were not maintained or were not accurately maintained for work shifts and meal periods, which were automatically presumed by Defendants to have been lawfully provided when they were not.

1 Defendants also failed to accurately record and pay for all regular and overtime hours worked by
2 Plaintiff and the Class members. In addition to not paying for all hours worked off the clock and
3 for all meal and rest period premiums owed during a pay period, Defendants failed to pay
4 overtime at the required premium rate by not including all forms of compensation received in the
5 calculation of the regular rate used to calculate and pay overtime premium wages, which further
6 directly violates Labor Code § 204 for failure to pay all wages owed twice monthly. This is also
7 exemplary of Defendants' failure to provide accurate itemized wage statements listing these hours
8 worked and applicable rates under Labor Code § 226(a) and under the corresponding requirements
9 in Wage Order 5.

10 46. Defendants thus also provided Plaintiff and the Class members with wage
11 statements that failed to accurately report all hours worked and applicable hourly rates for all
12 hours worked. As explained above, complaining about inaccurate wage statements that failed to
13 reflect all hours worked was futile, as Plaintiff and the Class members were required to work more
14 total hours than were reflected or reflected wage payments at inaccurate rates, including for
15 overtime hours. Plaintiff and the Employees in the Class were therefore unable to discern from
16 their wage statements alone the actual hours they worked in total during a pay period, especially
17 when Defendants violated Section 226 by not providing Class members with any wage statements.

18 47. Defendants have thus also failed to comply with Labor Code § 226(a) by not
19 issuing wage statements and/or by issuing wage statements that inaccurately reported total hours
20 worked and total wages earned by Plaintiff and the Class members, along with the appropriate
21 applicable rates, among other requirements. Plaintiff and Class members are therefore entitled to
22 penalties not to exceed \$4,000.00 for each employee pursuant to Labor Code § 226(b). Defendants
23 have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by
24 failing to maintain time records showing when the employee begins and ends each work period,
25 meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by
26 itemizing in wage statements all deductions from payment of wages and accurately reporting total
27 hours worked by the Class members.

1 48. Defendants required Plaintiff and the Class members to work hours off the clock
2 for which they were not compensated, including during interrupted or otherwise on-duty meal and
3 rest periods. Defendants also failed to pay all overtime premium wages owed for work conducted
4 on a work shift or over the course of a work week, as addressed above. Therefore, from at least
5 four years prior to filing this lawsuit and continuing to the present, Defendants have also followed
6 a uniform and consistent policy of failing to pay all wages owed to Plaintiff and other similarly
7 situated Employees at the time of their termination or within seventy-two hours of their
8 resignation, as required by California wage-and-hour laws. Defendants also failed to pay all wages
9 owed to Plaintiff and the Class members at the time they were terminated or otherwise separated
10 from employment, in violation of the requirements of Labor Code §§ 201, 202, 203.

11 49. Additionally, from at least four years prior to the filing of this lawsuit and
12 continuing to the present, Defendants have regularly required Plaintiff and the Class members to
13 incur necessary business expenses in the course of performing their required job duties without
14 reimbursement. Defendants required Plaintiff to use his personal cellular phone to respond to and
15 communicate with Defendants and their managers regarding work matters and scheduling,
16 including while on duty or during breaks or when they were off-duty and not otherwise working.
17 However, Defendants failed to reimburse fully certain of the Class members for these work related
18 expenses. Upon information and belief, Defendants followed the same unlawful expense
19 reimbursement policies in connection with the other Employee Class members. To the extent
20 Defendants provided Class members with a phone stipend, upon information and belief it was
21 insufficient to cover the actual expenses incurred. Additionally, resident managers were required
22 to incur office and business supply expenses to conduct their required daily transactions and
23 perform their duties, yet Defendants failed to provide or reimburse for such necessary resources.
24 Plaintiff and the Class members must be reimbursed for these necessary business expenses under
25 Labor Code § 2802 and Defendants systematically failed to do so.

26 50. In light of the foregoing, Plaintiff and the Employees in the Class bring this action
27 pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.7,
28 226.8, 510, 511, 512, 558, 1174, 1185, 1194, 1194.2, 1197, 2802, 2750.3, and 2698 *et seq.*, and

1 California Code of Regulations, Title 8, section 11000 *et seq.* and under the provisions of Wage
2 Order 5.

3 51. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff
4 and the Class members seek injunctive relief, restitution, and disgorgement of all benefits
5 Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or
6 fraudulent practices alleged in this Complaint.

7 **CLASS ALLEGATIONS**

8 52. Plaintiff bring this class action on behalf of himself and all others similarly situated
9 pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (or “the Class” or
10 “Class members”) defined as follows: “All individuals employed by Defendants at any time
11 during the period of four years prior to the filing of this lawsuit and ending on a date as
12 determined by the Court (“the Class Period”), and who have been employed as non-exempt,
13 hourly resident building and property managers and in related positions at Defendants’ buildings
14 within the State of California.” Further, Plaintiff seeks to represent the Subclasses composed of
15 and defined as follows:

16 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
17 compensated for all hours worked for Defendants at the applicable minimum wage.

18 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
19 compensated for all hours worked for Defendants at the required rates of pay, including for all
20 hours worked in excess of eight in a day and/or forty in a week.

21 c. Subclass 3. Meal Period Subclass. All Class members who were subject to
22 Defendants’ policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
23 free meal periods or one hour of pay at the Employee’s regular rate of pay in lieu thereof.

24 d. Subclass 4. Rest Break Subclass. All Class members who were subject to
25 Defendants’ policy and/or practice of failing to authorize and permit Employees to take
26 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
27 thereof, and failing to pay one hour of pay at the Employee’s regular rate of pay in lieu thereof.

e. Subclass 5. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

f. Subclass 6. Unauthorized Deductions from Wages Subclass. All Class members who were subject to Defendants' policy and/or practice of deducting wages earned from their pay, including by requiring off the clock work.

g. Subclass 7. Failure to Timely Pay Wages Twice Monthly Subclass. All Class members who were subject to Defendants' policy and practice of not timely paying all wages earned when they were due and payable at least twice monthly.

h. Subclass 8. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

i. Subclass 9. Expense Reimbursement Subclass. All Class members who incurred necessary and reasonable expenses in connection with performing their job duties for Defendants and who were subject to a policy and/or practice under which such expenses were not reimbursed.

j. Subclass 10. UCL Subclass. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

53. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify the class description with greater particularity or to provide further division into subclasses or limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class against Defendants, the Class Period should be adjusted accordingly.

54. Defendants, as a matter of company policy, practice and procedure, and in violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements, and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged in a practice whereby Defendants failed to correctly calculate and pay compensation for the time worked by Plaintiff and the other members of the Class, even though Defendants enjoyed the benefit of this work, required Employees to perform this work and permitted or suffered to permit

1 this work. Defendants have uniformly denied these Class members wages to which these
2 employees are entitled, and failed to provide meal periods or authorize and permit rest periods, in
3 order to unfairly cheat the competition and unlawfully profit.

4 55. This action has been brought and may properly be maintained as a class action
5 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
6 of interest in this litigation and the proposed Class is easily ascertainable from the employment
7 records for Plaintiff and the Class members that Defendants are required to maintain under
8 California law.

9 **A. Numerosity**

10 56. The potential members of the Class as defined are so numerous that joinder of all
11 the Class members is impracticable. While the precise number of Class member has not been
12 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
13 time period relevant to this lawsuit employed approximately 100 Employees who satisfy the Class
14 definition within the State of California. Plaintiff alleges that Defendants' employment records
15 will provide information as to the number and location of all Class members.

16 **B. Commonality**

17 57. There are questions of law and fact common to the Class that predominate over any
18 questions affecting only individual Class members. The common questions are numerous and
19 substantial and flow from Defendants' uniform policies and/or practices of violating the California
20 Labor Code addressed above. As such, these common questions predominate over individual
21 questions concerning each individual Class Member's showing as to his or her eligibility for
22 recovery or as to the amount of damages. These common questions of law and fact include:

- 23 a. Whether Defendants failed to pay Employees minimum wages;
- 24 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 25 c. Whether Defendants failed to pay Employees overtime as required under Labor
26 Code § 510;
- 27 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
28 IWC Wage Orders, by failing to provide Employees with requisite meal periods or

premium pay in lieu thereof;

- e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to authorize and permit Employees to take requisite rest breaks or provide premium pay in lieu thereof;
- f. Whether Defendants violated Labor Code § 226(a) by providing Employees with inaccurate wage statements or no wage statements;
- g. Whether Defendants violated Labor Code § 221;
- h. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- i. Whether Defendants' conduct was willful;
- j. Whether Defendants violated Labor Code § 226 and § 1174 and the IWC Wage Orders by failing to maintain accurate records of Class members' earned wages and work periods;
- k. Whether Defendants violated Labor Code § 1194 by failing to compensate all Employees during the relevant time period for all hours worked, whether regular or overtime;
- l. Whether Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;
- m. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary business expenses incurred by Employees;
- n. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- o. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

58. The claims of the named Plaintiff are typical of those of the other Employees. The Employee Class members all sustained injuries and damages arising out of and caused by Defendants' common course of conduct and uniformly applied policies in violation of statutes, as well as regulations, that have the force and effect of law, as alleged herein. Plaintiff's claims for

1 the off the clock work and unpaid overtime premiums and meal and rest violations he was required
2 to endure are typical of those of the other Class members.

3 **D. Adequacy of Representation**

4 59. Plaintiff will fairly and adequately represent and protect the interest of the
5 Employee Class members. Counsel who represents Plaintiff and the Employees in the Class are
6 experienced and competent in litigating employment class actions.

7 **E. Superiority of Class Action**

8 60. A class action is superior to other available means for the fair and efficient
9 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
10 questions of law and fact common to all Employees predominate over any questions affecting only
11 individual Employees. Each Employee in the Class has been damaged and is entitled to recovery
12 by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

13 61. As to the issues raised in this case, a class action is superior to all other methods for
14 the fair and efficient adjudication of this controversy, as joinder of all Class members is
15 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class
16 members. Further, as the economic or other loss suffered by vast numbers of Class members may
17 be relatively small, the expense and burden of individual actions makes it difficult for the Class
18 members to individually redress the wrongs they have suffered. Moreover, in the event
19 disgorgement is ordered, a class action is the only mechanism that will permit the employment of
20 a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in
21 managing this case as a class action, and proceeding on a class-wide basis will permit Employees
22 to vindicate their rights for violations they endured which they would otherwise be foreclosed
23 from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

24 62. Class action treatment will allow those persons similarly situated to litigate their
25 claims in the manner that is most efficient and economical for the parties and the judicial system.
26 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.
27 Plaintiff contemplates the eventual issuance of notice to the proposed Class members that would
28 set forth the subject and nature of the instant action. The Defendants' own business records can be

utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notice is required additional media and/or mailings can be used.

63. Defendants, as prospective and actual employers of the Employees in the Class, had a special fiduciary duty to disclose to prospective Class members the true facts surrounding Defendants' pay practices, policies and working conditions imposed upon the similarly situated Employees as well as the effect of any alleged arbitration agreements that may have been forced upon them. In addition, Defendants knew they possessed special knowledge about pay practices and policies, most notably intentionally refusing to pay for all hours actually worked which should have been recorded in Defendants' pay records and the consequence of the alleged arbitration agreements and policies and practices on the Employees and Class as a whole.

64. Plaintiff and the Employees in the Class did not discover the fact that they were entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there any discussion about Plaintiff's and the Class' waiver of their Constitutional rights of trial by jury, to collectively organize and oppose unlawful pay practices under California law as well as obtain injunctive relief preventing such practices from continuing. As a result, the applicable statutes of limitation tolled until such time as Plaintiff and the Class members discovered their claims.

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(Against All Defendants)

65. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in full herein.

66. Defendants failed to pay Employees minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with off the clock work, including all the time required to remain on duty and under Defendants' control and during breaks and due to the work demands placed upon them by Defendants' management. Defendants also imposed difficult to attain job and performance requirements on Plaintiff and the Class members and limited the hours worked they were allowed to report, which resulted in off the

1 clock work and underpayment of all wages owed to Employees over a period of time, while
2 benefiting Defendants. During the relevant Class Period, Defendants thus regularly failed to pay
3 minimum wages to Plaintiff and the Class members, including by requiring systematic off the
4 clock work. Defendants' uniform pattern of unlawful wage and hour practices manifested,
5 without limitation, applicable to the Class as a whole, as a result of implementing a uniform
6 policy and practice that denied accurate compensation to Plaintiff and the other members of the
7 Class as to minimum wage pay.

8 67. In California, employees must be paid at least the then applicable state minimum
9 wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014,
10 and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H)
11 of the applicable IWC Wage Orders defines "Hours Worked" as "the time during which an
12 employee is subject to the control of an employer, and includes all the time the employee is
13 suffered or permitted to work, whether or not required to do so." Additionally, pursuant to Labor
14 Code § 204, other applicable laws and regulations, and public policy, an employer must timely
15 pay its employees for all hours worked. Defendants failed to do so.

16 68. Additionally, California law requires an individual to live on the premises if a
17 building such as those where the Class members lived has sixteen or more units. Cal. Code Regs.
18 tit. 25, § 42. These individuals are often referred to as resident managers. Resident managers
19 carry out various job duties, including but not limited to, collecting rent, assisting tenants,
20 facilitating repairs, and attending to emergencies in the building, as addressed in detail above. In
21 the case of resident managers who are required to reside on the employment premises, "hours
22 worked" means "that time spent carrying out assigned duties shall be counted as hours worked."
23 Wage Order 5 § (2)(k). For resident managers, "hours worked" does not include on-call time, but
24 only time spent carrying out assigned duties for resident managers. As addressed above, the Class
25 members worked many more hours than they were allowed to record for the time they were
26 required to perform their building manager duties.

27 69. A resident manager must be paid at least the minimum wage for all hours worked.
28 Labor Code § 1197; Wage Order 5 § 4. Resident managers may not enter into an agreement to

1 work for less than the minimum wage. Lab. Code § 1194(a). There are two common ways
2 employers pay resident managers: (1) using the value of the resident manager's rent to pay their
3 wages (also called a "rent credit"); or (2) offering the resident manager reduced rent. In each
4 case, the employer must always provide the resident manager a wage statement issued with their
5 checks and must pay minimum wages for all hours specified in the Labor Code and Wage Order
6 5. Under Wage Order 5, an employer may only use the value of rent to pay any portion of a
7 resident manager's wages if (1) the resident manager does not pay any rent; (2) there is a
8 voluntary written agreement between the employer and the resident manager regarding the rent
9 credit; (3) the living accommodations are available to the employee for full-time occupancy,
10 must be adequate, decent, and sanitary according to usual and customary standards and the
11 resident manager shall not be required to share a bed; and if (4) the rent credit against the
12 minimum wage used to pay any portion of the resident manager's earned wages is not more than
13 the amounts listed. *See* Wage Order 5, § 10(B)-10(C). Despite the Agreement Defendants require
14 resident managers to sign, the employer and employee cannot contract to pay less than minimum
15 wage. Labor Code 1194(a). Any such agreement is void, and the employer is in violation of the
16 Labor Code.

17 70. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
18 states: "The minimum wage for employees fixed by the commission is the minimum wage to be
19 paid to employees, and the payment of a less wage than the minimum so fixed is unlawful."

20 71. The applicable minimum wage rate fixed by the commission for work during the
21 relevant period is found in the Wage Orders. Additionally, under the County of Los Angeles
22 Minimum Wage Ordinance (Los Angeles County Code Chapter 8.100), Defendants are required
23 to pay employees at least \$15.00 per hour as a minimum wage rate for all hours worked.
24 Defendants failed to do so, and also violated Chapter 8.101 of the County Code by failing to
25 provide the requisite notice to Plaintiff and the Class members by providing them with the
26 required written information about their job and pay and the other required disclosures.

27 72. The minimum wage provisions of California Labor Code are enforceable by private
28 civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to

1 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
2 overtime compensation applicable to the employee is entitled to recover in a civil action the
3 unpaid balance of the full amount of this minimum wage or overtime compensation, including
4 interest thereon, reasonable attorney's fees and costs of suit."

5 73. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
6 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
7 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
8 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
9 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in
10 the absence of a contractually agreed upon one. The underpayment of wages to Plaintiff and the
11 Class members is and has been a direct consequence of Defendants' unlawful compensation
12 policies and practices, which applied uniformly to the Class members working at locations and
13 work sites throughout California.

14 74. In committing the above described violations of the California Labor Code,
15 Defendants inaccurately recorded, or required Plaintiff and the Class members to input times that
16 did not reflect their actual hours worked, or calculated the correct time worked and consequently
17 underpaid the actual time worked by Plaintiff and other members of the Class, including by
18 requiring off the clock work and refusing to pay overtime, as addressed in detail above.
19 Defendants acted in an illegal attempt to avoid the payment of all earned wages, and other benefits
20 in violation of the California Labor Code, the Industrial Welfare Commission requirements and
21 other applicable laws and regulations. As a result of these violations, Defendants also failed to
22 timely pay all wages earned in accordance with California Labor Code § 1194.

23 75. California Labor Code § 1194.2 also provides for the following remedies: "In any
24 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
25 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
26 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon."
27 Pursuant to California Labor Code § 1194.2, Plaintiff and Class members are further entitled to
28 recover liquidated damages in an amount equal to wages unlawfully unpaid and interest thereon.

1
2 76. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
3 1197.1, Plaintiff and Class members are entitled to recover a penalty of \$100.00 for the initial
4 failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to
5 pay each employee minimum wages.

6 77. Defendants have the ability to pay minimum wages for all time worked and have
7 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
8 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

9 78. Wherefore, Plaintiff and the Employee Class members are entitled to recover the
10 unpaid minimum wages (including double minimum wages), liquidated damages in an amount
11 equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees
12 and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other members of
13 the Class further request recovery of all unpaid wages, according to proof, interest, statutory costs,
14 as well as the assessment of any statutory and/or civil penalties against Defendants, in a sum as
15 provided by the California Labor Code, including § 558, and/or other applicable statutes. To the
16 extent minimum wage compensation is determined to be owed to the Class members who have
17 terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202,
18 and therefore these individuals are also be entitled to waiting time penalties under California
19 Labor Code § 203, which penalties are sought herein on behalf of these Class members.
20 Defendants' failure to timely pay all wages owed also violated Labor Code § 204 for failure to pay
21 all wages owed twice monthly, and resulted in violations of Labor Code § 226 because they
22 resulted in the issuance of inaccurate wage statements or none were issued. Defendants' conduct
23 as alleged herein was willful, intentional and not in good faith. Further, Plaintiff and other Class
24 members are entitled to seek and recover statutory costs.

25 **SECOND CAUSE OF ACTION**

26 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

27 **(Against All Defendants)**

28 79. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in

1 full herein.

2 80. California Labor Code § 1194 provides that “any employee receiving less than the
3 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
4 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
5 compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” The action
6 may be maintained directly against the employer in an employee’s name without first filing a
7 claim with the Division of Labor Standards and Enforcement.

8 81. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and
9 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
10 Industrial Welfare Commission) by failing to pay Employees for all their hours worked, including:
11 (a) time and one-half their regular hourly rates for hours worked in excess of eight hours in a
12 workday or in excess of forty hours in any workweek or for the first eight hours worked on the
13 seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked
14 in excess of twelve hours in any one day or for hours worked in excess of eight hours on any
15 seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees
16 wages for all hours worked, including by requiring off the clock work as addressed above and by
17 under-reporting actual hours worked. With work shifts generally requiring eight hours or more of
18 work on a given day, this unpaid off the clock work resulted in Plaintiff and the Class members
19 working past eight hours on a shift or more than forty hours in a week, which required that they be
20 paid at the correct overtime rate of 1.5 times their regular rate. Additionally, to the extent
21 Defendants failed to incorporate the rental value and other forms of remuneration into the regular
22 rate used to calculate and pay overtime, they committed further wage violations by paying at a
23 lower hourly rate than required under the Labor Code.

24 82. Defendants thus had a consistent policy of not paying Employees wages for all
25 hours worked, including hours at their required regular, overtime, and double-time rates.
26 Defendants required Plaintiff and the Class members to not record any overtime on Timekeeping
27 Sheets in order to specifically avoid paying overtime premium wages for all the hours they
28 worked, in violation of the California Labor Code, the California Code of Regulations and the

1 IWC Wage Orders and guidelines set forth by the Division of Labor Standards and Enforcement.
2 Defendants have also violated these provisions by requiring Plaintiff and other similarly situated
3 non-exempt employees to work through meal periods when they were required to be off duty or to
4 otherwise work off the clock to complete their daily job duties or while remaining under
5 Defendants' control. Therefore, Employees were not properly compensated, nor were they paid
6 overtime rates for hours worked in excess of eight hours in a given day, and/or forty hours in a
7 given week. Based on information and belief, Defendants did not make available to Employees a
8 reasonable protocol for correcting time records when Employees worked overtime hours or to fix
9 incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's
10 detriment. Defendants also under-paid Plaintiff and the putative Class members all wages by
11 systematically miscalculating and underpaying overtime wages they earned, as detailed above.

12 83. Defendants' failure to pay Plaintiff and the Class members the unpaid balance of
13 regular wages owed and overtime compensation for all hours worked, as required by California
14 law, violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable
15 IWC Wage Order, and is therefore unlawful.

16 84. Additionally, Labor Code § 558(a) provides "any employer or other person acting
17 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
18 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
19 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
20 pay period for which the employee was underpaid in addition to an amount sufficient to recover
21 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each
22 underpaid employee for each pay period for which the employee was underpaid in addition to an
23 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall
24 be paid to the affected employee." Labor Code § 558(c) states, "the civil penalties provided for in
25 this section are in addition to any other civil or criminal penalty provided by law." Defendants
26 have violated provisions of the Labor Code regulating hours and days of work as well as the IWC
27 Wage Orders. Accordingly, Plaintiff and the Class members seek the remedies set forth in Labor
28 Code § 558.

85. Defendants' failure to pay compensation in a timely fashion also constituted a violation of California Labor Code § 204, which requires that all wages shall be paid semimonthly. In direct violation of that provision of the California Labor Code, Defendants have failed to pay all wages and overtime compensation earned by Employees twice monthly and failed to provide them twice monthly with wage statements. Each such failure to make a timely payment to Employees constitutes a separate violation of California Labor Code § 204, as does every instance in which Defendants were required to pay Class members and provide them with a wage statement detailing the payments but neglected to do so.

86. Employees have been damaged by these violations of California Labor Code §§ 204 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less than \$100 for causing Employees “to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission” or if the employer pays “a wage less than the minimum fixed by an order of the commission” or “violates...any provision of this chapter or any order or ruling of the commission.”

87. Consequently, pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation for all their hours worked, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes.

THIRD CAUSE OF ACTION

MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

88. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in full herein.

1 89. Employees regularly worked shifts greater than five hours and in some instances,
2 greater than ten hours. Pursuant to Labor Code § 512, and paragraph 11 of the applicable IWC
3 Wage Order, an employer may not employ someone for a shift of more than five hours without
4 providing him or her with a meal period of not less than thirty minutes or for a shift of more than
5 ten hours without providing him or her with a second meal period of not less than thirty minutes.

6 90. Defendants failed to provide Employees with meal periods as required under the
7 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required
8 to work or to otherwise remain under Defendants' control during meal periods, or Defendants
9 provided them after Employees worked beyond the fifth hour of their shifts or Employees
10 otherwise had them shortened and interrupted by work demands and requirements to remain under
11 Defendants' control during off the clock time unpaid by Defendants. Furthermore, upon
12 information and belief, on the occasions when Employees worked more than ten hours in a given
13 shift, they did so without receiving a second uninterrupted thirty minute meal period as required
14 by law.

15 91. Defendants thus failed to provide Plaintiff and the Class members with meal
16 periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order,
17 including by not providing them with the opportunity to take meal breaks, by providing them late
18 or for less than thirty minutes, or by requiring them to perform work during breaks.

19 92. Moreover, Defendants failed to compensate Employees for each meal period not
20 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
21 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
22 employee a meal period in accordance with this section, the employer shall pay the employee one
23 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
24 period is not provided. Defendants failed to compensate the Employees in the Class at their regular
25 rate of compensation for each meal period not provided or inadequately provided, as required
26 under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order. To the
27 extent any meal period premiums were paid, or were due to be paid by Defendants, they failed to
28 pay them at the required regular rate of compensation by failing in incorporate all forms of

1 remuneration into that rate.

2 93. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the
3 applicable IWC Wage Order, Employees in the Class are entitled to damages in an amount equal
4 to one hour of wages at their effective hourly rates of pay for each meal period not provided or
5 deficiently provided, a sum to be proven at trial, as well as the assessment of any statutory
6 penalties against the Defendants, and each of them, in a sum as provided by the Labor Code and
7 other statutes and applicable IWC Wage Order paragraphs.

8 **FOURTH CAUSE OF ACTION**

9 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

10 **(Against All Defendants)**

11 94. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
12 full herein.

13 95. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders
14 provide that employers must authorize and permit all employees to take rest periods at the rate of
15 ten minutes net rest time per four work hours.

16 96. Employees consistently worked consecutive four hour shifts and were generally
17 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and
18 permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable
19 IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for
20 each consecutive four hour shift, and Defendants failed to provide Employees with timely rest
21 breaks of not less than ten minutes for each consecutive four hour shift. Employees were often
22 required to work or to otherwise remain under Defendants' control during rest periods, and had
23 breaks provided untimely as a result of the above described off the clock work.

24 97. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage
25 Orders provide that if an employer fails to provide an employee rest period in accordance with this
26 section, the employer shall pay the employee one hour of pay at the employee's regular rate of
27 compensation for each workday that the rest period is not provided.

1 98. Defendants, and each of them, have therefore intentionally and improperly denied
2 rest periods to Plaintiff and the Class members in violation of Labor Code §§ 226.7 and 512 and
3 paragraph 12 of the applicable IWC Wage Orders.

4 99. Defendants failed to authorize and permit Plaintiff and the Class members to take
5 rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees
6 with an additional hour of pay at each Employee's regular rate of compensation for each day that
7 Defendants failed to provide them with adequate rest breaks, as required under Labor Code §
8 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Orders.

9 100. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the
10 applicable IWC Wage Orders, Employees are entitled to damages in an amount equal to one hour
11 of wages at their effective hourly rates of pay for each day worked without the required rest
12 breaks, a sum to be proven at trial, as well as the assessment of any statutory penalties against
13 Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.

14 **FIFTH CAUSE OF ACTION**
15 **VIOLATION OF LABOR CODE § 226(a)**
16 **(Against All Defendants)**

17 101. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
18 full herein.

19 102. California Labor Code § 226(a) requires an employer to furnish each of his or her
20 employees with an accurate, itemized statement in writing showing the gross and net earnings,
21 total hours worked, and the corresponding number of hours worked at each hourly rate; these
22 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
23 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
24 statements may be given to the employee separately from the payment of wages; in either case the
25 employer must give the employee these statements twice a month or each time wages are paid.

26 103. Defendants failed to provide Plaintiff and the similarly situated Employee Class
27 members with such wage statements, and in the event they did, Defendants failed to provide
28 accurate itemized wage statements in writing, as required by the Labor Code and paragraph 7 of

1 the applicable IWC Wage Orders. Any wage statements given to Employees by Defendants
2 necessarily failed to accurately account for wages, overtime, and premium pay, including by
3 failing to pay for all hours worked, failure to pay for all overtime hours worked and for providing
4 deficient meal periods and rest breaks, all of which Defendants knew or reasonably should have
5 known were owed to the Employees, as alleged above.

6 104. Any wage statement Defendants provided Plaintiff and the Class members also
7 necessarily failed to accurately report all hours worked and applicable hourly rates for all hours
8 worked. Defendants have also made it difficult to account with precision for the unlawfully
9 withheld wages and meal and rest period compensation owed to Plaintiff and the Class, during the
10 liability period, because they did not implement and preserve a record-keeping method as required
11 for non-exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the
12 applicable California Wage Orders. Section 1174 requires the employer to maintain the following:
13 “Time records showing when the employee begins and ends each work period. Meal periods, split
14 shift intervals and total daily hours worked shall also be recorded...[as well as] total hours worked
15 in the payroll period.” (IWC Order 5-2001, Section 7). Upon information and belief, timekeeping
16 punches were not maintained or were not accurately maintained for work shifts and meal periods,
17 which were automatically presumed by Defendants to have been lawfully provided when they
18 were not. Defendants also failed to accurately record and pay for all regular and overtime hours
19 worked by Plaintiff and the Class members.

20 105. Employers such as Defendants have a statutory duty to comply with the regulations
21 set forth in Labor Code §§ 226, 1174, 1174.5, and Wage Order 5, §7(a), all which mandate the
22 employer keep accurate records, including the number of hours worked, rate of pay for each hour,
23 and total wages owed. Failure to record hours alone is a criminal offense under Labor Code § 215.

24 106. By failing to pay all wages timely and at least semi-monthly, Defendants have
25 directly violated Labor Code § 204 for failure to pay all wages owed twice monthly, and failure to
26 provide accurate itemized wage statements listing these hours worked and applicable rates.
27 Plaintiff and the Employees in the Class were unable to discern from their wage statements alone
28 the actual hours they worked in total during a pay period.

1 107. Throughout the liability period, Defendants therefore intentionally failed to furnish
2 to Plaintiff and the Class members, upon each payment of wages, itemized statements accurately
3 showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-
4 rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net
5 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
6 the employee and only the last four digits of his or her social security number or an employee
7 identification number other than a social security number, (8) the name and address of the legal
8 entity that is the employer and (9) all applicable hourly rates in effect during the pay period and
9 the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor
10 Code § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory
11 requirements. Defendants knowingly and intentionally failed to provide Plaintiff and the Class
12 members with such timely and accurate wage and hour statements.

13 108. Plaintiff and the Class members suffered injury as a result of Defendants' knowing
14 and intentional failure to provide them with the wage and hour statements as required by law and
15 are presumed to have suffered injury and entitled to penalties under Labor Code § 226(e), as the
16 Defendants have failed to provide a wage statement at all, or else failed to issue an accurate wage
17 statement and failed to provide accurate and complete information as required by any one or
18 more of items Labor Code § 226 (a)(1) to (9). As a result, Plaintiff and Class members could not
19 and cannot promptly and easily determine from the wage statement alone one or more of the
20 following: (i) The amount of the gross wages or net wages paid to the employee during the pay
21 period or any of the other information required to be provided on the itemized wage statement
22 pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a), (ii) Which deductions the
23 employer made from gross wages to determine the net wages paid to the employee during the pay
24 period, (iii) The name and address of the employer and, (iv) The name of the employee and only
25 the last four digits of his or her social security number or an employee identification number
26 other than a social security number. For purposes of Labor Code § 226(e) "promptly and easily
27 determine" means a reasonable person [i.e. an objective standard] would be able to readily
28 ascertain the information without reference to other documents or information.

109. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers are required “to pay each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Plaintiff and the Class members may therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC Wage Orders.

110. Therefore, as a direct and proximate cause of Defendants' violation of Labor Code § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the Class suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

111. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable IWC Wage Order, Plaintiff and the Employee Class members are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000) under Section 226(e), and are entitled to recover further penalties pursuant to paragraphs 4(B) and 20 of the applicable IWC Wage Orders. They are also entitled to an award of costs and reasonable attorneys' fees.

SIXTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 221
(Against All Defendants)

112. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in full herein.

113. Labor Code § 221 provides, “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.”

1 Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and
2 public policy, an employer must timely pay its employees for all hours worked. Defendants failed
3 to do so.

4 114. Defendants unlawfully received and/or collected wages from the Employees in the
5 Class by implementing a policy understating the hours worked by Employees by requiring off the
6 clock work, by failing to pay overtime premium payments for all hours worked over eight in a
7 shift or over forty in a work week, and by not paying for meal periods when they were not
8 lawfully provided or by counting hours worked during meal periods as unpaid time, as alleged
9 above. Additionally, Defendants offset any rent payments by deducting too many hours or too
10 many dollars from the amount owed for wages earned by the Class members, thus evidencing
11 further unlawful deductions from wages at Defendants' hands.

12 115. As a direct and proximate cause of the unauthorized deductions, Employees have
13 been damaged, in an amount to be determined at trial.

14 **SEVENTH CAUSE OF ACTION**
15 **VIOLATION OF LABOR CODE § 204**
16 **(Against All Defendants)**

17 116. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
18 full herein.

19 117. Labor Code § 204 instructs that: "All wages, ...earned by any person in any
20 employment are due and payable twice during each calendar month, on days designated in
21 advance by the employer as the regular paydays. Labor performed between the 1st and 15th days,
22 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month
23 during which the labor was performed, and labor performed between the 16th and the last day,
24 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
25 month." Additionally, the requirements of this section shall be deemed satisfied by the payment
26 of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven
27 calendar days following the close of the payroll period." As detailed above, Defendants
28 maintained a consistently applied policy and practice of not paying all wages earned between the

1 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned
2 between the 16th and the last day of the month between the 1st and 10th day of the following month.
3 This included failing to pay all wages due and owing to Plaintiff and the Class members for all
4 hours they worked and failing to pay all wages earned by not more than seven calendar days
5 following the close of the payroll period. In addition to not paying for all hours worked off the
6 clock and for all meal and rest period premiums owed during a pay period, Defendants also failed
7 to issue wage statements twice monthly with pay checks, which further directly violates Labor
8 Code § 204 for failure to pay all wages owed and failure to provide corresponding wage
9 statements.

10 118. All wages due and owing to Plaintiff and the Class members, including as required
11 under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages
12 required by Labor Code § 1194 and other sections became due and payable to each employee in
13 each pay period that he or she was not provided with a meal period or rest period or paid straight
14 or overtime wages to which he or she was entitled.

15 119. Defendants violated Labor Code § 204 by systematically refusing to timely pay
16 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the
17 applicable IWC Wage Orders, employers are required “to pay each employee, on the established
18 payday for the period involved, not less than the applicable minimum wage for all hours worked in
19 the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer
20 hours than those fixed by the order or under conditions of labor prohibited by the order is
21 unlawful.” Plaintiff and the Class members may therefore pursue damages and penalties for
22 violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including
23 penalties under paragraph 20 of the applicable IWC Wage Orders.

24 120. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to
25 represent have been deprived of wages in amounts to be determined at trial, and they are entitled
26 to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs,
27 pursuant to Labor Code § 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the
28 applicable IWC Wage Orders.

EIGHTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

121. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in full herein.

122. Plaintiff and numerous Class members are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom.

123. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two (72) hours of resignation, as addressed in detail above.

124. The wages withheld from these Employees by Defendants remained due and owing for more than thirty (30) days from the date of separation from employment.

125. Defendants failed to pay Plaintiff and the Class members without abatement, all wages as defined by applicable California law. Among other things, these Employees were not paid all regular and overtime wages, including by Defendants failing to pay for all hours worked or requiring off the clock work or by unlawfully under-recording time entries or purposefully not paying overtime premiums for overtime hours worked to the detriment of Employees, and Defendants failed to pay premium wages owed for unprovided meal periods and rest periods, as further detailed above. Defendants' failure to pay said wages within the required time was willful within the meaning of Labor Code § 203.

126. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers are required "to pay each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Plaintiff and the Class members may therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC Wage Orders. Also, under Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less than \$100 for causing Employees "to work for longer hours than those

1 fixed, or under conditions of labor prohibited by an order of the commission” or if the employer
2 pays “a wage less than the minimum fixed by an order of the commission” or “violates...any
3 provision of this chapter or any order or ruling of the commission.”

4 127. Defendants’ failure to pay wages, as alleged, entitles Plaintiff and these former
5 Employee Class members to penalties under Labor Code § 203 and the applicable paragraphs of
6 the IWC Wage Orders as addressed above, including the requirement that an employee’s wages
7 shall continue until paid for up to thirty days from the date they were due.

8 **NINTH CAUSE OF ACTION**
9 **FOR FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**
10 **UNDER LABOR CODE § 2802**
11 **(Against All Defendants)**

12 128. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
13 full herein.

14 129. Plaintiff and the Class are informed and believe and based thereon allege that
15 throughout the period applicable, Defendants required Plaintiff and the Class members to pay for
16 necessary work related expenses they incurred. Defendants required Plaintiff and the Class
17 members to use their cellular phones to complete work related duties and address company
18 business and were required to purchase necessary office supplies, as detailed above.

19 130. Defendants thus followed a uniform policy and practice of failing to reimburse
20 Employees for these necessary work related expenses or losses incurred in direct discharge of their
21 job duties during employment with Defendants and at the direction of the Defendants pursuant to
22 Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

23 131. Defendants’ knowing and willful failure to reimburse lawful necessary work related
24 expenses and losses to Plaintiff and the Class members resulted in damages because, among other
25 things, Defendants did not inform employees of their right to be reimbursed for those work related
26 expenses. As Defendants failed to inform and misled Plaintiff and the Class members with regard
27 to their rights, Plaintiff and the Class members were led to believe that incurring those lawful and
28 necessary expenses was an expected and essential function of their employment with Defendants

1 and that failure to incur those expenses would have adverse consequences on their employment.

2 132. Therefore, Plaintiff and the Class members are entitled to reimbursement for any
3 and all necessary work related expenses, as provided for in Labor Code § 2802(b) and paragraph 9
4 of the applicable IWC Wage Orders, incurred during the direct discharge of their duties while
5 employed by Defendants, as well as accrued interest on those expenses that were not reimbursed
6 from the date Plaintiff and the Class members incurred those expenses. Further, Plaintiff and the
7 Class members are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

8 **TENTH CAUSE OF ACTION**

9 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

10 **(Against All Defendants)**

11 133. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
12 full herein.

13 134. Plaintiff, on behalf of himself, the Employees in the Class, and the general public,
14 brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of
15 Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and
16 harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting
17 the public interest within the meaning of Code of Civil Procedure § 1021.5.

18 135. Plaintiff is a "person" within the meaning of Business & Professions Code
19 § 17204, have suffered injury, and therefore has standing to bring this cause of action for
20 injunctive relief, restitution, and other appropriate equitable relief.

21 136. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
22 business practices. By the conduct alleged herein, Defendants' practices were deceptive and
23 fraudulent in that Defendants' policy and practice failed to provide the required amount of
24 compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiff and
25 Class members for all hours worked and willfully misclassified Employees in an effort to avoid
26 paying overtime premium wages, due to systematic business practices as alleged herein that
27 cannot be justified. Pursuant to the applicable California Labor Code and Industrial Welfare
28 Commission requirements, Defendants have thus committed violations of California Business and

1 Professions Code §§ 17200, *et seq.*, and for which this Court should issue injunctive and equitable
2 relief, pursuant to California Business & Professions Code § 17203, including restitution of wages
3 wrongfully withheld.

4 137. Wage-and-hour laws express fundamental public policies. Paying employees their
5 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental
6 public policies of California. Labor Code § 90.5(a) articulates the public policies of this State
7 vigorously to enforce minimum labor standards, to ensure that employees are not required or
8 permitted to work under substandard and unlawful conditions, and to protect law-abiding
9 employers and their employees from competitors who lower costs to themselves by failing to
10 comply with minimum labor standards.

11 138. Defendants have violated statutes and public policies. Through the conduct alleged
12 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
13 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
14 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff,
15 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
16 guaranteed to all employees under the law.

17 139. Defendants' conduct, as alleged above, constitutes unfair competition in violation
18 of the Business & Professions Code § 17200 *et seq.*

19 140. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
20 overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise of
21 reasonable care should have known that their conduct was unlawful; therefore their conduct
22 violates the Business & Professions Code § 17200 *et seq.*

23 141. By the conduct alleged herein, Defendants have engaged and continue to engage in
24 a business practice which violates California and federal law, including but not limited to, the
25 applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor
26 Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this Court
27 should issue declaratory and other equitable relief pursuant to California Business & Professions
28 Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair

1 competition, including restitution of wages wrongfully withheld.

2 142. As a proximate result of the above-mentioned acts of Defendants, Employees have
3 been damaged, in a sum to be proven at trial.

4 143. Unless restrained by this Court, Defendants will continue to engage in the unlawful
5 conduct as alleged above. Pursuant to the Business & Professions Code, this Court should make
6 such orders or judgments, including the appointment of a receiver, as may be necessary to prevent
7 the use by Defendants or their agents or employees of any unlawful or deceptive practice
8 prohibited by the Business & Professions Code, including but not limited to the disgorgement of
9 such profits as may be necessary to restore Employees to the money Defendants have unlawfully
10 failed to pay.

11 **ELEVENTH CAUSE OF ACTION**
12 **PENALTIES PURSUANT TO LABOR CODE § 2698, *ET SEQ.***
13 **(Against All Defendants)**

14 144. Plaintiff realleges and incorporate all preceding paragraphs, as though set forth in
15 full herein.

16 145. Plaintiff and the Employees in the Class are also aggrieved employees as defined
17 under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and
18 either were or are employed by the alleged violators, Defendants.

19 146. In failing to pay Aggrieved Employees minimum wages and overtime, not
20 providing proper meal and rest periods, failing to provide accurate itemized wage statements, and
21 failing to pay Employees wages upon termination or timely upon resignation, all discussed above,
22 Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required
23 under Labor Code § 204. Defendants also failed to maintain records showing accurate hours
24 worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and
25 paragraph 7 of the applicable IWC Wage Orders.

26 147. As such, Employees seek wages and penalties under Labor Code §§ 2698 and 2699
27 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5,
28 including the penalty provisions, without limitation, based, inter alia, on the following California

1 Labor Code sections: 201, 202, 203, 204, 226, 226.2, 226.7, 510, 512, 558, 1174, 1174.5, 1185,
2 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and 2698 *et seq.*

3 148. More specifically, after complying with the notice procedures of Labor Code §
4 2699.3, Plaintiff asserts, as a representative action on behalf of the California Attorney General
5 and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed
6 underlying claims and seeking penalties as specified by the applicable corresponding provisions,
7 including as follows:

8 (a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all
9 earned regular pay and minimum wages for regular hours worked and for failure to pay overtime
10 premium wages for overtime hours worked under Labor Code §§ 226.2, 510, 1194(a), 1197, and
11 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking
12 all civil and statutory penalties available and applicable, and wages, under Labor Code §§ 510,
13 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant
14 to Labor Code § 2699(g)(1);

15 (b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved
16 Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to
17 take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under
18 Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC
19 Wage Order(s) seeking all civil and statutory penalties available and applicable, including under
20 paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512,
21 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs
22 pursuant to Labor Code § 2699(g)(1);

23 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide
24 Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to
25 maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226,
26 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking
27 all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e),
28 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order,

1 and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by
2 providing inaccurate wage statements and failing to maintain records as required under Labor
3 Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor
4 Code §226.3, which in addition to other penalties provided by law, subjects Defendants to "a
5 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial
6 citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent
7 citation, ...";

8 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at
9 least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204,
10 226.2, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable, and wages,
11 under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20
12 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code
13 § 2699(g)(1);

14 (e) Unlawful Deductions and Failure to Reimburse Necessary Business Expenses: For
15 Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the
16 necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and
17 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties
18 available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and
19 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs
20 pursuant to Labor Code § 2699(g)(1); and

21 (f) All Alleged Violations of the IWC Wage Orders and Other Labor Code Sections:
22 For any above addressed violation of the applicable provisions of the IWC Wage Orders, each of
23 which constitute separate violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking
24 penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the
25 applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code §
26 2699(g)(1).

149. As also addressed above, Plaintiff, on behalf of the Aggrieved Employees, also seek the penalties and remedies set forth in Labor Code § 558, which states:

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee.

(b) If upon inspection or investigation the Labor Commissioner determines that a person had paid or caused to be paid a wage for overtime work in violation of any provision of this chapter, or any provision regulating hours and days of work in any order of the Industrial Welfare Commission, the Labor Commissioner may issue a citation. The procedures for issuing, contesting, and enforcing judgments for citations or civil penalties issued by the Labor Commissioner for a violation of this chapter shall be the same as those set out in Section 1197.1.

(c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

150. Plaintiff has exhausted his administrative remedies by sending a certified letter to the LWDA and Defendants postmarked on **August 5, 2021** (LWDA-CM-840417-21) addressing in detail the specific provisions of the Labor Code Defendants have violated and addressing the facts and legal theories to support the alleged violations and requested penalties. The LWDA has not provided notice of its intent to investigate the alleged violations within 65 calendar days of the postmark date of the letter, and Plaintiff adds this claim seeking penalties under the PAGA for the violations addressed herein and in the PAGA Notice letter and the original Complaint and after receiving leave to do so from the Court.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

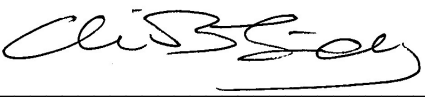
1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four years prior to the filing of this action, as may be proven;

- 1 3. For liquidated damages in the amount equal to the unpaid minimum wage and
2 interest thereon, from at least four years prior to the filing of this action, according to proof;
- 3 4. For compensatory damages in the amount of all unpaid wages, including overtime
4 and double-time pay, as may be proven;
- 5 5. For compensatory damages in the amount of the hourly wage made by Employees
6 for each missed or deficient meal period where no premium pay was paid therefor from four years
7 prior to the filing of this action, as may be proven;
- 8 6. For compensatory damages in the amount of the hourly wage made by Employees
9 for each day requisite rest breaks were not provided or were deficiently provided where no
10 premium pay was paid therefor from at least four years prior to the filing of this action, as may be
11 proven;
- 12 7. For damages and restitution for failure to reimburse all reasonable and necessary
13 business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;
- 14 8. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 15 9. For restitution and/or damages and penalties for Defendants' failure to pay all
16 wages due twice monthly under Labor Code § 204, as may be proven;
- 17 10. For restitution and/or damages for all amounts unlawfully withheld from the wages
18 for all class members in violation of Labor Code § 221, as may be proven;
- 19 11. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
20 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 21 12. For liquidated damages pursuant to California Labor Code 1194.2(a) for failure to
22 pay minimum wages;
- 23 13. For restitution for unfair competition pursuant to Business & Professions Code
24 § 17200 *et seq.*, including disgorgement or profits, as may be proven;
- 25 14. For an order enjoining Defendants and their agents, servants, and employees, and
26 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
27 duties adumbrated in this Complaint;
- 28

15. For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;
16. For wages and penalties under Labor Code § 558, as may be proven;
17. For other wages and penalties under the Labor Code as may be proven;
18. For all general, special, and incidental damages as may be proven;
19. For an award of pre-judgment and post-judgment interest;
20. For an award providing for the payment of the costs of this suit;
21. For an award of attorneys' fees; and
22. For such other and further relief as this Court may deem proper and just.

DATED: January 5, 2023

DAVID YEREMIAN & ASSOCIATES, INC.

By 
David Yeremian
Alvin B. Lindsay
Attorneys for Plaintiff JUAN SALINAS on
behalf of himself and all others similarly
situated

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DATED: January 5, 2023

By 
David Yeremian
Alvin B. Lindsay
Attorneys for Plaintiff JUAN SALINAS on
behalf of himself and all others similarly
situated

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 2540 Foothill Blvd., Suite 201 La Crescenta, CA 91214.

Joseph Y. Avrahamy
LAW OFFICES OF JOSEPH Y. AVRAHAMY
 16530 Ventura Boulevard, Suite 208
 Encino, California 91436

[] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at La Crescenta, California. I am “readily familiar” with this firm’s practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

[X] (BY ELECTRONIC SERVICE VIA CASE ANYWHERE) Based on a court order, I caused the above-entitled document(s) to be served through Case Anywhere at www.caseanywhere.com addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the Case Anywhere Filing Receipt Page/Confirmation will be filed, deposited, or maintained with the original document(s) in this office.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on January 6, 2023, at La Crescenta, California.

Natalia Bermudes
Natalia Bermudes