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and on behalf of all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

DAVID CHANG, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

KONE, INC.; and DOES 1 through 20,
inclusive,

Defendants.

Case No.

CLASS ACTION COMPLAINT FOR:

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

DEMAND FOR JURY TRIAL

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

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff David Chang (“Plaintiff”) brings this putative class action against
5 defendant Kone, Inc.; and DOES 1 through 20, inclusive (“Defendant”), on Plaintiff’s own
6 behalf and on behalf of a putative class of California citizens who are and were employed by
7 Defendant as non-exempt employees throughout California.

8 2. Defendant is in the business of manufacturing elevators and escalators.

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

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

- 15 (a) failing to pay all wages (including minimum wages and overtime wages);
- 16 (b) failing to provide lawful meal periods or compensation in lieu thereof;
- 17 (c) failing to authorize or permit lawful rest breaks or provide compensation
18 in lieu thereof;
- 19 (d) failing to reimburse necessary business-related costs;
- 20 (e) failing to provide accurate itemized wage statements; and
- 21 (f) failing to pay all wages due upon separation of employment.

22 5. Plaintiff seeks monetary relief against Defendant on behalf of himself and all
23 others similarly situated in California to recover, among other things, unpaid wages, un-
24 reimbursed business expenses, benefits, interest, attorneys’ fees, costs and expenses, and
25 penalties pursuant to Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1182.12,
26 1194, 1194.2, 1197, 1198, 2800, and 2802, and Code of California Civil Procedure § 1021.5.

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

9. Venue is proper in this Court because, upon information and belief, Defendant resides, transacts business, or has offices in this county, and the acts and omissions alleged herein took place in this county.

10. Plaintiff is a citizen of California and worked for Defendant during the relevant time periods as alleged herein.

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

1 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20
2 are or were the partners, agents, owners, shareholders, managers, or employees of Defendant at
3 all relevant times.

4 14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted
5 in all respects pertinent to this action as the agent of the other defendant, carried out a joint
6 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant
7 are legally attributable to the other defendant. Furthermore, defendant in all respects acted as the
8 employer and/or joint employer of Plaintiff and the class members.

9 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
10 and omissions alleged herein were performed by, or are attributable to, Defendant and/or DOES
11 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the
12 other's behalf. The acts of any and all Defendant were in accordance with, and represent, the
13 official policy of Defendant.

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

18 17. Plaintiff is informed and believes, and thereon alleges, that each of said
19 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
20 omissions, occurrences, and transactions alleged herein.

21 **CLASS ACTION ALLEGATIONS**

22 18. Plaintiff brings this action under Code of Civil Procedure § 382 on Plaintiff's own
23 behalf and on behalf of all others similarly situated who were affected by Defendant's Labor
24 Code, Business and Professions Code §§ 17200, and IWC Wage Order violations.

25 19. All claims alleged herein arise under California law for which Plaintiff seeks
26 relief authorized by California law.

27 20. Plaintiff's proposed class consists of and is defined as follows:
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1 Class

2 All California citizens currently or formerly employed by Defendant as non-
3 exempt employees in the State of California at any time between April 19, 2017¹
4 and the date of class certification (“Class”).

5 21. Plaintiff also seeks to certify the following subclasses of employees:

6 Waiting Time Subclass

7 All members of the Class who separated their employment with Defendant at any
8 time between April 19, 2018 and the date of class certification (“Waiting Time
9 Subclass”).

10 22. Plaintiff reserves the right to modify or re-define the Class, establish additional
11 subclasses, or modify or re-define any class or subclass definition as appropriate based on
12 investigation, discovery, and specific theories of liability.

13 23. Members of the Class and the Waiting Time Subclass described above will be
14 collectively referred to as “Class Members.”

15 24. There are common questions of law and fact as to the Class Members that
16 predominate over any questions affecting only individual members including, but not limited to,
17 the following:

18 (a) Whether Defendant failed to pay Plaintiff and Class Members all wages
19 (including minimum wages and overtime wages) for all hours worked by
20 Plaintiff and Class Members.

21 (b) Whether Defendant required Plaintiff and Class Members to work over
22 eight (8) hours per day, over twelve (12) hours per day, and/or over forty
23 (40) hours per week and failed to pay them proper overtime compensation
24 for all overtime hours worked.

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27 ¹ The statute of limitations for this matter was tolled between April 6, 2020 and October 1, 2020
28 pursuant to Cal. Rules of Court, Appendix I, Emergency Rule No. 9.

- 1 (c) Whether Defendant deprived Plaintiff and Class Members of timely meal
2 periods or required Plaintiff and Class Members to work through meal
3 periods without compensation at the regular rate of pay.
- 4 (d) Whether Defendant deprived Plaintiff and Class Members of rest breaks or
5 required Plaintiff and Class Members to work through rest breaks without
6 compensation at the regular rate of pay.
- 7 (e) Whether Defendant failed to reimburse Plaintiff and Class Members for
8 necessary business-related costs expended for the benefit of Defendant.
- 9 (f) Whether Defendant failed to provide Plaintiff and Class Members accurate
10 itemized wage statements.
- 11 (g) Whether Defendant failed to timely pay the Waiting Time Subclass all
12 wages due upon termination or within seventy-two (72) hours of
13 resignation.
- 14 (h) Whether Defendant's conduct was willful or reckless.
- 15 (i) Whether Defendant engaged in unfair business practices in violation of
16 Business and Professions Code §§ 17200, *et seq.*

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

19 (a) Numerosity: The Class Members are so numerous that joinder of all
20 members is impractical. Although the members of the Class are unknown to Plaintiff at this time,
21 on information and belief, the Class is estimated to be greater than fifty (50) individuals. The
22 identities of the Class Members are readily ascertainable by inspection of Defendant's
23 employment and payroll records.

24 (b) Typicality: Plaintiff's claims (or defenses, if any) are typical of the claims
25 (or defenses, if any) of the Class Members because Defendant's failure to comply with the
26 provisions of California's wage and hour laws entitled each Class Member to similar pay,
27 benefits, and other relief. The injuries sustained by Plaintiff are also typical of the injuries
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1 sustained by the Class Members, because they arise out of and are caused by Defendant's
2 common course of conduct as alleged herein.

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

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

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

24 **GENERAL ALLEGATIONS**

25 26. At all relevant times mentioned herein, Defendant employed Plaintiff and other
26 California citizens as non-exempt employees throughout California at Defendant's California
27 business location(s).

28 27. Defendant continues to employ non-exempt employees within California.

1 28. Plaintiff is informed and believes, and thereon alleges, that at all times herein
2 mentioned, Defendant was advised by skilled lawyers, employees, and other professionals who
3 were knowledgeable about California's wage and hour laws, employment and personnel
4 practices, and the requirements of California law.

5 29. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
6 should have known that Plaintiff and Class Members were entitled to receive wages for all time
7 worked (including minimum wages and overtime wages) and that they were not receiving all
8 wages earned for work that was required to be performed. In violation of the Labor Code and
9 IWC Wage Orders, Plaintiff and Class Members were not paid all wages (including minimum
10 wages and overtime wages) for all hours worked, including, but not limited to failing to pay
11 overtime at the correct rate including non-discretionary pay, requiring Plaintiff and Class
12 Members to work off-the-clock and through meal periods, and failing to compensate Plaintiff
13 and Class Members for these hours.

14 30. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
15 should have known that Plaintiff and Class Members were entitled to receive all required meal
16 periods or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular
17 rate of pay when they did not receive a timely, uninterrupted meal period. In violation of the
18 Labor Code and IWC Wage Orders, Plaintiff and Class Members did not receive all meal periods
19 or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular rate of
20 pay when they did not receive a timely, uninterrupted meal period.

21 31. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
22 should have known that Plaintiff and Class Members were entitled to receive all rest breaks or
23 payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular rate of pay
24 when a rest break was late, missed, or interrupted. In violation of the Labor Code and IWC Wage
25 Orders, Plaintiff and Class Members did not receive all rest breaks or payment of one (1)
26 additional hour of pay at Plaintiff's and Class Members' regular rate of pay when a rest break
27 was missed, late, or interrupted.

1 32. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
2 should have known that Plaintiff and Class Members were entitled to reimbursement and/or
3 indemnification for all necessary business expenditures or losses as a direct consequence of the
4 discharge of their duties, or of their obedience to the directions of Defendant. In violation of the
5 Labor Code and IWC Wage Orders, Plaintiff and Class Members incurred necessary business
6 expenses or losses, such as buying equipment required for work, but were not reimbursed nor
7 indemnified of such expenses or losses that were incurred as a direct consequence of the
8 discharge of their duties, or of their obedience to the directions of Defendant.

9 33. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
10 should have known that Plaintiff and Class Members were entitled to receive itemized wage
11 statements that accurately showed the following information pursuant to the Labor Code: (1)
12 gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units
13 earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all
14 deductions, provided that all deductions made on written orders of the employee may be
15 aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for
16 which the employee is paid; (7) the name of the employee and only the last four digits of his or
17 her social security number or an employee identification number other than a social security
18 number; (8) the name and address of the legal entity that is the employer; and (9) all applicable
19 hourly rates in effect during the pay period and the corresponding number of hours worked at
20 each hourly rate by the employee. In violation of the Labor Code, Plaintiff and Class Members
21 were not provided with accurate itemized wage statements.

22 34. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
23 should have known that the Waiting Time Subclass was entitled to timely payment of wages due
24 upon separation of employment. In violation of the Labor Code, the Waiting Time Subclass did
25 not receive payment of all wages within the permissible time periods.

26 35. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
27 should have known they had a duty to compensate Plaintiff and Class Members, and Defendant
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1 had the financial ability to pay such compensation but willfully, knowingly, and intentionally
2 failed to do so in order to increase Defendant's profits.

3 36. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief
4 against Defendant on Plaintiff's own behalf and on behalf of all Class Members to recover,
5 among other things, unpaid wages (including minimum wages and overtime wages), unpaid meal
6 period premium payments, unpaid rest period premium payments, unreimbursed business
7 expenditures, interest, attorneys' fees, penalties, costs, and expenses.

8 **FIRST CAUSE OF ACTION**

9 **FAILURE TO PAY MINIMUM WAGES**

10 (Violation of Labor Code §§ 1194, 1194.2, and 1197; Violation of IWC Wage Order §3-4)

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

13 38. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees
14 fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser
15 wage than the minimum so fixed is unlawful.

16 39. Plaintiff and Class Members were employees entitled to the protections of Labor
17 Code §§ 1194 and 1197.

18 40. During the relevant time period, Defendant failed to pay Plaintiff and Class
19 Members all wages owed when Defendant did not pay for all hours worked, including, but not
20 limited to, hours spent working off-the-clock and through meal periods while clocked out,
21 among others.

22 41. During the relevant time period, Defendant failed to pay at least minimum wage
23 to Plaintiff and Class Members for all hours worked pursuant to Labor Code §§ 1194 and 1197.

24 42. Defendant's failure to pay Plaintiff and Class Members the required minimum
25 wage violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiff and Class
26 Members are entitled to recover the unpaid balance of their minimum wage compensation as
27 well as interest, costs, and attorneys' fees.

1 43. Pursuant to Labor Code § 1194.2, Plaintiff and Class Members are entitled to
2 recover liquidated damages in an amount equal to the wages unlawfully unpaid and the accrued
3 interest thereon.

4 **SECOND CAUSE OF ACTION**

5 **FAILURE TO PAY OVERTIME**

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

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

9 45. Labor Code § 1198 and the applicable IWC Wage Order provide that it is
10 unlawful to employ persons without compensating them at a rate of pay either one and one-half
11 (1½) or two (2) times the person's regular rate of pay, depending on the number of hours
12 worked by the person on a daily or weekly basis.

13 46. Specifically, the applicable IWC Wage Orders provide that Defendant is and was
14 required to pay overtime compensation to Plaintiff and Class Members at the rate of one and
15 one-half times (1½) their regular rate of pay when working and for all hours worked in excess of
16 eight (8) hours in a day or more than forty (40) hours in a workweek and for the first eight (8)
17 hours of work on the seventh day of work in a workweek.

18 47. The applicable IWC Wage Orders further provide that Defendant is and was
19 required to pay overtime compensation to Plaintiff and Class Members at a rate of two times
20 their regular rate of pay when working and for all hours worked in excess of twelve (12) hours in
21 a day or in excess of eight (8) hours on the seventh day of work in a workweek.

22 48. California Labor Code § 510 codifies the right to overtime compensation at one
23 and one-half (1½) times the regular hourly rate for hours worked in excess of eight (8) hours in a
24 day or forty (40) hours in a week and for the first eight (8) hours worked on the seventh
25 consecutive day of work, and overtime compensation at twice the regular hourly rate for hours
26 worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
27 seventh day of work in a workweek.

49. Labor Code § 510 and the applicable IWC Wage Orders provide that employment of more than six days in a workweek is only permissible if the employer pays proper overtime compensation as set forth herein.

50. Plaintiff and Class Members were employees entitled to the protections of California Labor Code §§ 510 and 1194.

51. During the relevant time period, Defendant required Plaintiff and Class Members to work in excess of eight (8) hours in a day, forty (40) hours in a week, and/or on a seventh consecutive day of work, entitling them to overtime wages.

52. During the relevant time period, Defendant failed to pay Plaintiff and Class Members overtime wages for all overtime hours worked when Defendant failed to pay for time spent working off-the-clock and through meal periods, among other reasons. To the extent these hours qualify for the payment of overtime wages, Plaintiff and Class Members were not paid proper overtime wages. Further, when Defendant paid overtime wages, they were sometimes miscalculated because, among other reasons, Defendant did not include all non-discretionary pay in the calculation.

53. In violation of California law, Defendant knowingly and willfully refused to perform its obligations and compensate Plaintiff and Class Members for all wages earned and all hours worked.

54. Defendant's failure to pay Plaintiff and Class Members the unpaid balance of overtime compensation, as required by California law, violates the provisions of Labor Code §§ 510 and 1198, and is therefore unlawful.

55. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to recover their unpaid overtime and double time compensation as well as interest, costs, and attorneys' fees.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

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

1 56. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
2 though fully set forth herein.

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

5 58. Section 11 of the applicable IWC Wage Order states, “[n]o employer shall
6 employ any person for a work period of more than five (5) hours without a meal period of not
7 less than 30 minutes, except that when a work period of not more than six (6) hours will
8 complete the day’s work the meal period may be waived by mutual consent of the employer and
9 the employee.”

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

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

20 61. During the relevant time period, Plaintiff and Class Members did not receive
21 compliant meal periods for working more than five (5) and ten (10) hours per day because their
22 meal periods were missed, late, short, interrupted, and/or they were not permitted to take a
23 second meal period.

24 62. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require
25 an employer to pay an employee one (1) additional hour of pay at the employee’s regular rate of
26 compensation for each work day that a compliant meal period is not provided.

63. At all relevant times, Defendant failed to pay Plaintiff and Class Members meal period premiums for missed, late, and/or short meal periods pursuant to Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order.

64. As a result of Defendant's failure to pay Plaintiff and Class Members an additional hour of pay for each day a compliant meal period was not provided, Plaintiff and Class Members suffered and continue to suffer a loss of wages and compensation.

FOURTH CAUSE OF ACTION

FAILURE TO PERMIT REST BREAKS

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

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

66. Labor Code § 226.7(a) provides that no employer shall require an employee to work during any rest period mandated by the IWC Wage Orders.

67. Section 12 of the applicable IWC Wage Order states "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period[.]" and the "[a]uthorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof[.]" unless the total daily work time is less than three and one-half (3½) hours.

68. During the relevant time period, Plaintiff and Class Members did not receive a ten (10) minute rest period for every four (4) hours or major fraction thereof worked, including working in excess of ten (10) hours in a day, because they were required to work through their rest periods and/or were not authorized to take their rest periods.

69. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires an employer to pay an employee one (1) additional hour of pay at the employee's regular rate of compensation for each work day that a compliant rest period is not provided.

70. At all relevant times, Defendant failed to pay Plaintiff and Class Members rest period premiums for missed, late, and/or interrupted rest periods pursuant to Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order.

71. As a result of Defendant's failure to pay Plaintiff and Class Members an additional hour of pay for each day a compliant rest period was not provided, Plaintiff and Class Members suffered and continue to suffer a loss of wages and compensation.

FIFTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

(Violation of Labor Code §§ 2800, 2802)

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

73. Labor Code § 2800 states that “[a]n employer shall in all cases indemnify his employee for losses caused by the employer’s want of ordinary care.”

74. Labor Code § 2802(a) states that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer”

75. Labor Code § 2802(b) states that “[a]ll awards made by a court . . . for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.”

76. Labor Code § 2802(c) states that “[f]or purposes of this section, the term “necessary expenditures or losses” shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

77. During the relevant time period, Plaintiff and Class Members incurred necessary business-related costs that were not fully reimbursed by Defendant, including, but not limited to tools required for work.

78. In violation of Labor Code §§ 2800 and 2802, Defendant failed to reimburse or indemnify Plaintiff and Class Members for their expenses due to Defendant's knowing and intentional failure to reimburse necessary business expenditures in connection with Plaintiff's and Class Members' work and job duties.

1 79. As a direct result, Plaintiff and Class Members have suffered and continue to
2 suffer losses, and therefore seek complete reimbursement and indemnification of necessary
3 business expenditures or losses, interest thereon at the required rate, and all reasonable costs in
4 enforcing the rights under Labor Code § 2802, including, but not limited to attorneys' fees.

5 **SIXTH CAUSE OF ACTION**

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

7 (Violation of Labor Code § 226; Violation of IWC Wage Order)

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

10 81. Labor Code § 226(a) requires Defendant to provide each employee with an
11 accurate wage statement in writing showing nine pieces of information, including, the following:
12 (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
13 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
14 deductions, provided that all deductions made on written orders of the employee may be
15 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
16 which the employee is paid, (7) the name of the employee and the last four digits of his or her
17 social security number or an employee identification number other than a social security number,
18 (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly
19 rates in effect during the pay period and the corresponding number of hours worked at each
20 hourly rate by the employee.

21 82. During the relevant time period, Defendant has knowingly and intentionally failed
22 to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff and
23 Class Members. The deficiencies include, among other things, the failure to correctly state the
24 gross and net wages earned, total hours worked, all applicable hourly rates in effect, and the
25 number of hours worked at each hourly rate by Plaintiff and Class Members.

26 83. As a result of Defendant's knowing and intentional failure to comply with Labor
27 Code § 226(a), Plaintiff and Class Members have suffered injury and damage to their statutorily-
28 protected rights. Specifically, Plaintiff and Class Members are deemed to suffer an injury

1 pursuant to Labor Code § 226(e) where, as here, Defendant intentionally violated Labor Code §
2 226(a). Plaintiff and Class Members were denied both their legal right to receive, and their
3 protected interest in receiving, accurate itemized wage statements under Labor Code § 226(a). In
4 addition, because Defendant failed to provide the accurate rates of pay on wage statements,
5 Defendant prevented Plaintiff and Class Members from determining if all hours worked were
6 paid at the appropriate rate and the extent of the underpayment. Plaintiff had to file this lawsuit
7 in order to analyze the extent of the underpayment, thereby causing Plaintiff to incur expenses
8 and lost time. Plaintiff would not have had to engage in these efforts and incur these costs had
9 Defendant provided the accurate hours worked, wages earned, and rates of pay. This has also
10 delayed Plaintiff's ability to demand and recover the underpayment of wages from Defendant.

11 84. Plaintiff and Class Members are entitled to recover from Defendant the greater of
12 all actual damages caused by Defendant's failure to comply with Labor Code § 226(a) or fifty
13 dollars (\$50.00) for the initial pay period in which a violation occurred and one hundred dollars
14 (\$100.00) per employee for each violation in subsequent pay periods in an amount not exceeding
15 four thousand dollars (\$4,000.00) per employee, plus attorneys' fees and costs.

16 85. Defendant's violations of California Labor Code § 226(a) prevented Plaintiff and
17 Class Members from knowing, understanding, and disputing the wages paid to them and resulted
18 in an unjustified economic enrichment to Defendant. As a result of Defendant's knowing and
19 intentional failure to comply with California Labor Code § 226(a), Plaintiff and Class Members
20 have suffered an injury, in the exact amount of damages and/or penalties to be shown according
21 to proof at trial.

22 SEVENTH CAUSE OF ACTION

23 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT**

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

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

27 87. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,
28 the wages earned and unpaid at the time of discharge are due and payable immediately, and that

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

5 88. During the relevant time period, Defendant willfully failed to pay the Waiting
6 Time Subclass all their earned wages upon termination, including, but not limited to, proper
7 minimum wage and overtime compensation, meal period premiums, and rest period premiums
8 either at the time of discharge or within seventy-two (72) hours of their leaving Defendant's
9 employ.

10 89. Defendant's failure to pay the Waiting Time Subclass all their earned wages at the
11 time of discharge or within seventy-two (72) hours of their leaving Defendant's employ is in
12 violation of Labor Code §§ 201 and 202.

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

18 91. Pursuant to Labor Code § 203, the Waiting Time Subclass is entitled to recover
19 from Defendant the statutory penalty, which is defined as the Waiting Time Subclass members'
20 regular daily wages at their regular hourly rate of pay for each day they were not paid, up to a
21 maximum of thirty (30) days.

22 EIGHTH CAUSE OF ACTION

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

24 (Violation of Business and Professions Code §§ 17200, *et seq.*)

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

1 93. California Business and Professions Code §§ 17200, *et seq.*, prohibits acts of
2 unfair competition, which includes any “unlawful, unfair or fraudulent business act or practice . .
3 ..”

4 94. A violation of California Business and Professions Code §§ 17200, *et seq.*, may
5 be predicated on a violation of any state or federal law. In the instant case, Defendant’s policies
6 and practices violated state law, causing Plaintiff and Class Members to suffer and continue to
7 suffer injuries-in-fact.

8 95. Defendant’s policies and practices violated state law in at least the following
9 respects:

- 10 (a) Failing to pay all wages earned (including minimum wage and overtime
11 wages) to Plaintiff and Class Members at the proper rate in violation of
12 Labor Code §§ 204, 510, 1182.12, 1194, 1194.2, 1197, and 1198.
- 13 (b) Failing to provide compliant meal periods without paying Plaintiff and
14 Class Members premium wages for every day said meal periods were not
15 provided in violation of Labor Code §§ 226.7 and 512.
- 16 (c) Failing to authorize or permit compliant rest breaks without paying
17 Plaintiff and Class Members premium wages for every day said rest
18 breaks were not authorized or permitted in violation of Labor Code §
19 226.7.
- 20 (d) Failing to reimburse Plaintiff and Class Members for necessary business-
21 related expenses in violation of Labor Code §§ 2800 and 2802.
- 22 (e) Failing to provide Plaintiff and Class Members with accurate itemized
23 wage statements in violation of Labor Code § 226.
- 24 (f) Failing to timely pay all earned wages to the members of the Waiting
25 Time Subclass upon separation of employment in violation of Labor Code
26 §§ 201, 202, and 203.

27 96. As alleged herein, Defendant systematically engaged in unlawful conduct in
28 violation of the California Labor Code and IWC Wage Orders, such as failing to pay all wages

1 (minimum and overtime wages), failing to provide meal periods and rest breaks or
2 compensation in lieu thereof, failing to reimburse necessary business-related costs and
3 expenses, failing to furnish accurate wage statements, and failing to pay all wages due and
4 owing upon separation of employment in a timely manner to the Waiting Time Subclass, all in
5 order to decrease their costs of doing business and increase their profits.

6 97. At all relevant times herein, Defendant held themselves out to Plaintiff and Class
7 Members as being knowledgeable concerning the labor and employment laws of California.

8 98. At all times relevant herein, Defendant intentionally avoided paying Plaintiff and
9 Class Members wages and monies, thereby creating for Defendant an artificially lower cost of
10 doing business in order to undercut their competitors and establish and/or gain a greater
11 foothold in the marketplace.

12 99. By violating the foregoing statutes and regulations as herein alleged, Defendant's
13 acts constitute unfair and unlawful business practices under California Business and Professions
14 Code §§ 17200, *et seq.*

15 100. As a result of the unfair and unlawful business practices of Defendant as alleged
16 herein, Plaintiff and Class Members are entitled to injunctive relief, disgorgement, and
17 restitution in an amount to be shown according to proof at trial.

18 101. Plaintiff seeks to enforce important rights affecting the public interest within the
19 meaning of California Code of Civil Procedure § 1021.5. Defendant's conduct, as alleged
20 herein, has been and continues to be unfair, unlawful, and harmful to Plaintiff, Class Members,
21 and the general public. Based on Defendant's conduct as alleged herein, Plaintiff and Class
22 Members are entitled to an award of attorneys' fees pursuant to California Code of Civil
23 Procedure § 1021.5.

24 **PRAYER FOR RELIEF**

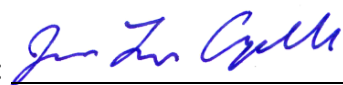
25 On Plaintiff's own behalf and on behalf of all others similarly situated, Plaintiff prays
26 for relief and judgment against Defendant, jointly and severally, as follows:

27 1. For certification under California Code of Civil Procedure § 382 of the proposed
28 Class and any other appropriate subclass;

2. For appointment of David Chang as class representative;
3. For appointment of Aegis Law Firm, PC, as class counsel for all purposes;
4. For compensatory damages in an amount according to proof at trial;
5. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, unreimbursed expenses, benefits, and penalties;
6. For economic and/or special damages in an amount according to proof at trial;
7. For liquidated damages pursuant to Labor Code § 1194.2;
8. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;
9. For injunctive relief as provided by the California Labor Code and California Business and Professions Code §§ 17200, *et seq.*;
10. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;
11. For an order requiring Defendant to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair, or fraudulent and, therefore, constituting unfair competition under Business and Professions Code §§ 17200, *et seq.*;
12. For pre-judgment interest;
13. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§ 226(e) and 1194; and
14. For such other relief as the Court deems just and proper.

Dated: October 14, 2021

AEGIS LAW FIRM, PC

By: 

Jessica L. Campbell

Attorneys for Plaintiff David Chang

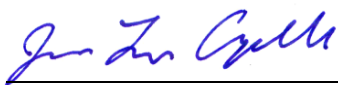
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DEMAND FOR JURY TRIAL

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

Dated: October 14, 2021

AEGIS LAW FIRM, PC

By: 

Jessica L. Campbell
Attorneys for Plaintiff David Chang