

Jennifer Kramer, SBN 203385
Email: jennifer@employmentattorneyla.com
Ashley Cruz, SBN 306235
Email: ashley@employmentattorneyla.com
Jared Osborne, SBN 335968
Email: jared@employmentattorneyla.com
HENNIG KRAMER RUIZ & SINGH, LLP
3600 Wilshire Blvd., Suite 3600
Los Angeles, CA 90010
Telephone: (213) 310-8301

Attorneys for Plaintiffs
Johnny Duarte Rodriguez, Jose Soto, and Alejandro Estrada Cesarez

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

JOHNNY DUARTE RODRIGUEZ, JOSE
SOTO, and ALEJANDRO ESTRADA
CESAREZ as individuals and on behalf of
others similarly situated,

Plaintiffs,
vs.

WEST COAST MEDICAL TRANSPORTS
INC., a California Corporation; WEST
COAST MEDICAL TRANSPORTATION, a
California Corporation; JOSE PADILLA, and
individual, and DOES 1 through 70,
Inclusive,

Defendants.

Case No.: **CVRI 2203488**

**CLASS ACTION COMPLAINT FOR
DAMAGES AND EQUITABLE RELIEF:**

- 1. UNPAID WAGES AND
COMPENSATION**
- 2. FAILURE TO PROVIDE
LAWFUL MEAL PERIODS**
- 3. FAILURE TO PROVIDE
LAWFUL REST PERIODS**
- 4. FAILURE TO REIMBURSE
EXPENSES**
- 5. FAILURE TO PAY ALL
WAGES UPON SEPARATION**
- 6. FAILURE TO PAY SPLIT SHIFT
PAY**
- 7. UNFAIR COMPETITION**

DEMAND FOR JURY TRIAL

Plaintiffs JOHNNY DUARTE RODRIGUEZ, JOSE SOTO, and ALEJANDRO
ESTRADA CESAREZ (hereinafter referred to as "Plaintiffs"), hereby submit their Complaint
against Defendants WEST COAST MEDICAL TRANSPORTS INC., a California Corporation;

WEST COAST MEDICAL TRANSPORTATION, a California Corporation; JOSE PADILLA, and individual, and DOES 1 through 70, Inclusive, (hereinafter collectively referred to as “Defendants”) on behalf of themselves, and the class of others similarly situated, as follows:

INTRODUCTION

1. This class action is within the Court’s jurisdiction under Cal. Labor Code, Cal. Business and Professions Code § 17200, et seq., (Unfair Practices Act) and Industrial Welfare Commission (“IWC”) Wage Order No. 9.

2. This complaint challenges systemic illegal employment practices resulting in violations of the Cal. Labor Code, Business and Professions Code and applicable IWC Wage Order No. 9 against employees of Defendants.

3. Plaintiffs are informed and believe and based thereon allege Defendants, joint and severally, have acted intentionally and with deliberate indifference and conscious disregard to the rights of all employees in receiving all lawful wages, business reimbursements, and meal and rest periods.

4. Plaintiffs are informed and believe and based thereon allege Defendants have engaged in, among other things a system of willful violations of the Cal. Labor Code, Business and Professions Code and IWC Wage Order No. 9 by creating and maintaining policies, practices and customs that knowingly deny employees lawful wages, reimbursement for expenses, and meal and rest breaks. The policies, practices and customs of defendants described above and below have resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that routinely adhere to the strictures of the Cal. Labor Code, Business and Professions Code and IWC Wage Order No. 9.

JURISDICTION AND VENUE

5. The Court has jurisdiction over the violations of the Cal. Labor Code, Cal. Business and Professions Code § 17200, et seq., (Unfair Practices Act) and IWC Wage Order No. 9.

6. Venue is proper because alleged wrongs occurred in Riverside County.

Defendants are located within California and Riverside County. Plaintiffs worked for Defendants in Riverside County. Events that are the subject of this action took place in Riverside County.

PARTIES

7. Plaintiff JOSE SOTO (“SOTO”) was classified as an employee by Defendants while working for them as a truck driver from about February 2017 until January 2021.

8. Plaintiff JOHNNY DUARTE RODRIGUEZ (“RODRIGUEZ”) was classified as an employee by Defendants while working for them as a truck driver from about February 2020 until January 2021.

9. Plaintiff ALEJANDRO ESTRADA CASAREZ (“CASAREZ”) was classified as an employee by Defendants while working for them as a truck driver from about May 2018 to February 2020.

10. Plaintiffs are and were victims of the policies, practices and customs of Defendants complained of in this action in ways that have deprived them of their rights guaranteed to them by Cal. Labor Code, Cal. Business and Professions Code § 17200, et seq., (Unfair Practices Act) and the applicable wage order(s) issued by the Industrial Welfare Commission. Defendants employed Plaintiffs at all times relevant to this complaint in Riverside County.

11. Defendant West Coast Medical Transports Inc. is a California corporation doing business in the County of Riverside, State of California at 39743 Picasso Ct Indio, CA 92203.

12. Defendant West Coast Medical Transportation is a California corporation doing business in the County of Riverside, State of California at 44925 Jackson Street, Indio, CA 92201.

13. Defendant Jose Padilla (“Defendant Padilla”) managed Plaintiffs’ and class members’ employment and is an individual who caused to be violated provisions regulating minimum wages and hours and days of work, per Cal. Lab. Code § 558.1. Defendant Padilla works at Defendants West Coast Medical Transports Inc. and West Coast Medical Transportation in the County of Riverside, State of California.

1 14. Plaintiffs are informed and believes and thereon alleges that at all times herein
2 mentioned Defendants are and were corporations, business entities, individuals, and partnerships,
3 licensed to do business and actually doing business in the State of California. Defendants own
4 and operate a business operating throughout California and which is based in Riverside County,
5 for the purpose of providing medical transportation services. Based upon all the facts and
6 circumstances incident to Defendants' business in California, Defendants are subject to Cal. Lab.
7 Code, Cal. Business & Professions Code § 17200, and the applicable wage order(s) issued by the
8 Industrial Welfare Commission including IWC Wage Order.

9 15. Plaintiffs do not know the true names or capacities, whether individual, partner or
10 corporate, of the Defendants sued herein as DOES 1 through 70, inclusive, and for that reason,
11 said Defendants are sued under such fictitious names, and Plaintiffs prays for leave to amend this
12 complaint when the true names and capacities are known. Plaintiffs are informed and believe
13 and thereon alleges that each of said fictitious Defendants was responsible in some way for the
14 matters alleged herein and proximately caused Plaintiffs to be subject to the illegal employment
15 practices, wrongs and injuries complained of herein.

16 16. At all times herein mentioned, each of said Defendants participated in the doing
17 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
18 Defendants, and each of them, were the agents, servants and employees of each of the other
19 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
20 acting within the course and scope of said agency and employment.

21 17. Plaintiffs are informed and believe and based thereon allege that at all times
22 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
23 joint venturer of, or working in concert with each of the other co-Defendants and was acting
24 within the course and scope of such agency, employment, joint venture, or concerted activity.
25 To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of
26 the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
27 Defendant.
28

1 18. At all times herein mentioned, Defendants, and each of them, were members of,
2 and engaged in, a joint venture, partnership and common enterprise, and acting within the course
3 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

4 19. At all times herein mentioned, the acts and omissions of various Defendants, and
5 each of them, concurred and contributed to the various acts and omissions of each and all of the
6 other Defendants in proximately causing the injuries and damages as herein alleged.

7 20. At all times herein mentioned, Defendants, and each of them, ratified each and
8 every act or omission complained of herein. At all times herein mentioned, the Defendants, and
9 each of them, aided and abetted the acts and omissions of each and all of the other Defendants in
10 proximately causing the damages as herein alleged.

11 **CLASS ACTION ALLEGATIONS**

12 21. **Definition:** The named individual Plaintiffs bring this action on behalf of
13 themselves and the class pursuant to Cal. Code of Civil Procedure § 382 and is consistent with
14 Fed. R. Civ. P. Rules 23(a), (b)(1), (b)(2), and (b)(3). The class is defined as: “All current and
15 former drivers who worked for any Defendant and were classified as employees by Defendants
16 within the last four years up to the time that class certification is granted.”

17 22. **Numerosity:** The members of the class are so numerous that joinder of all
18 members would be impractical, if not impossible. The identity of the members of the class is
19 readily ascertainable by review of Defendants’ records. Plaintiffs are informed and believe and
20 based thereon allege that: (a) class members were not provided with lawful meal breaks; (b) class
21 members were not authorized and permitted to take lawful rest breaks; (c) class members were
22 not paid for all hours worked at the applicable rate(s); (d) class members were not paid split-shift
23 wages; and (e) class members were not reimbursed for work-related expenses.

24 23. **Adequacy of Representation:** The named Plaintiffs are fully prepared to take all
25 necessary steps to represent fairly and adequately the interests of the class defined above.
26 Plaintiffs’ attorneys are ready, willing and able to fully and adequately represent the class and
27 individual Plaintiffs.
28

1 24. Defendants uniformly administered a company policy, practice and/or custom
2 concerning staffing levels, duties, responsibilities of the class members that caused class
3 members not to be provide with lawful meal breaks and class members not to be authorized and
4 permitted to take lawful rest breaks. Further, Defendants' policies and practices caused class
5 members to not be paid all wages earned. Class members gratuities were unlawfully taken.
6 Plaintiffs are informed and believe and based thereon allege this conduct is accomplished with
7 the advance knowledge and designed intent to willfully withhold appropriate wages for work
8 performed by class members.

9 25. **Common Question of Law and Fact:** There are predominant common questions
10 of law and fact and a community of interest amongst Plaintiffs and the claims of the class
11 concerning whether: (a) class members were provided with lawful meal breaks; (b) class
12 members were authorized and permitted to take lawful rest breaks; (c) class members were paid
13 for all hours worked at the applicable rate(s); (d) class members were split-shift wages; and (e)
14 class members were reimbursed for work-related expenses. Defendants' employment policies
15 and practices wrongfully and illegally failed to compensate Plaintiffs and the other members of
16 the class as required by California law.

17 26. **Typicality:** The claims of Plaintiffs are typical of the claims of all members of the
18 class. Plaintiffs are members of the class and have suffered the alleged violations of the Cal.
19 Labor Code and California Industrial Welfare Commission wage orders, described herein.

20 27. The Cal. Labor Code and Wage Order provisions upon which Plaintiffs base their
21 claims are broadly remedial in nature. These laws and labor standards serve an important public
22 interest in establishing minimum working conditions and standards in California. These laws and
23 labor standards protect the average working employee from exploitation by employers who may
24 seek to take advantage of superior economic and bargaining power in setting onerous terms and
25 conditions of employment.

26 28. The nature of this action and the format of laws available to Plaintiffs and
27 members of the class identified herein make the class action format a particularly efficient and
28

1 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
2 file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable
3 advantage since it would be able to exploit and overwhelm the limited resources of each
4 individual plaintiff with their vastly superior financial and legal resources. Requiring each class
5 member to pursue an individual remedy would also discourage the assertion of lawful claims by
6 employees who would be disinclined to file an action against their former and/or current
7 employer for real and justifiable fear of retaliation and permanent damage to their careers at
8 subsequent employment.

9 29. The prosecution of separate actions by the individual class members, even if
10 possible, would create a substantial risk of: (a) inconsistent or varying adjudications with respect
11 to individual class members against the Defendants and which would establish potentially
12 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to
13 individual class members which would, as a practical matter, be dispositive of the interest of the
14 other class members not parties to the adjudications or which would substantially impair or
15 impede the ability of the class members to protect their interests. Further, the claims of the
16 individual members of the class are not sufficiently large to warrant vigorous individual
17 prosecution considering all of the concomitant costs and expenses.

18 30. Proof of a common business practice or factual pattern, of which the named
19 Plaintiffs experienced, are representative and will establish the right of each of the members of
20 the plaintiff class to recovery on the causes of action alleged herein.

21 31. The plaintiff class is commonly entitled to a specific fund with respect to the
22 compensation illegally and unfairly retained by Defendants. The plaintiff class is commonly
23 entitled to restitution of those funds being improperly withheld by Defendants. This action is
24 brought for the benefit of the entire class and will result in the creation of a common fund.

25 **FACTUAL ALLEGATIONS RELEVANT TO CAUSES OF ACTION**

26 32. Defendants employed Plaintiffs and other class members as drivers. Defendants
27 provide non-emergency medical transportation for patients, including individuals who use
28

1 wheelchairs or need transportation on a gurney.

2 33. At times, Plaintiffs and other class members were not given any meal periods
3 during shifts exceeding five hours. On occasions that Plaintiffs and other class members took a
4 meal period, these periods were often untimely, interrupted and/or were not at least 30 minutes
5 long. Nonetheless, Defendants automatically deducted time for meal periods without regard for
6 whether they were actually taken and compliant. Defendants did not keep records of meal
7 periods actually taken by employees.

8 34. Plaintiffs and other class members worked a 4/10 schedule, in excess of 8 hours
9 on each work day. However, without a proper alternative workweek schedule put in place,
10 Defendants only paid Plaintiffs and other class members overtime wages for work completed
11 after 10 hours.

12 35. Plaintiffs and other class members were required to use their cell phones for
13 business purposes and had to pay for company badges and uniform components. Plaintiffs and
14 other class members were not reimbursed.

15 36. Defendants failed to:

- 16 a. Pay Class Members minimum wage for all hours worked;
17 b. Pay Class Members at an overtime rate when required;
18 c. Provide Class Members with lawful meal and rest breaks;
19 d. Pay class members split-shift pay; and
20 e. Reimburse Class Members for work related expenses, like cell phones.
21

22 **FIRST CAUSE OF ACTION**

23 **BY PLAINTIFFS ON BEHALF OF THEMSELVES AND THE CLASS FOR FAILURE**
24 **TO PAY WAGES AND COMPENSATION**

25 **(Against All Defendants)**

26 37. Plaintiffs re-allege and incorporate by reference each and every allegation set
27 forth in the preceding paragraphs.

28 38. Defendants failed to pay Plaintiffs and Class Members minimum wages for all

1 hours worked. Labor Code § 1194 entitles employees to recover unpaid minimum wages. Labor
2 Code § 1194.2 entitles employees to recover liquidated damages in an equal amount.

3 39. Plaintiffs and Class Members were required to attend monthly meetings prior to
4 the start of their shift. These meetings started approximately 1.5 hours prior to start of shift and
5 lasted approximately 45 minutes. Defendants failed to pay Plaintiffs and Class Members split
6 shift premiums or minimum wages for 45 minutes Plaintiffs and Class Members had to wait for
7 their shift to start after the meetings. 8 C.C.R. § 11090(4)(C).

8 40. Plaintiffs and Class Members performed work during meal periods without
9 compensation.

10 41. Without a proper alternative workweek schedule put in place, Defendants only
11 paid Plaintiffs and other class members overtime wages for work completed after 10 hours.

12 42. This cause of action is brought pursuant to Cal. Labor Code § 200 *et seq.*, which
13 provides that employees are entitled to wages and compensation for work performed, and
14 provides a private right of action for failure to pay wages and compensation for said work
15 performed. Cal. Labor Code § 1194 entitles a plaintiff to recover unpaid wages. Cal. Labor
16 Code § 1194.2 entitles a plaintiff to recover liquidated damages in an equal amount for unpaid
17 minimum wages. Cal. Labor Code § 558.1 provides for a private right of action against persons
18 who act on behalf of an employer who violate or cause the employer to violate Cal. Labor Code
19 §§ 203 and 1194.
20

21 43. Such a pattern, practice and uniform administration of corporate policy regarding
22 illegal employee compensation as described herein is unlawful and creates an entitlement to
23 recovery by Plaintiffs in a civil action, for the unpaid balance of the full amount of straight time
24 compensation and minimum wage owing, including interest thereon, penalties, reasonable
25 attorney's fees, and costs of suit according to the mandate of Cal. Labor Code § 1194, *et seq.*

26 44. Defendants' willful failure to provide Plaintiffs and Class Members the wages due
27 and owing them upon separation from employment results in a continued payment of wages up
28 to thirty (30) days from the time the wages were due. Therefore, Plaintiffs who have separated

1 from employment are entitled to compensation pursuant to Cal. Labor Code § 203.

2 45. Defendants' wrongful and illegal conduct in failing provide class members with
3 minimum and overtime wage payments in accordance with Cal. Labor Code § 1194 and IWC
4 Wage Order No. 9 despite the clear legal obligation to do so, unless and until enjoined and
5 restrained by order of this court, will cause great and irreparable injury to Plaintiffs and all
6 members of the class in that the Defendants will continue to violate these California laws,
7 represented by labor statutes and wage orders, unless specifically ordered to comply with same.
8 This expectation of future violations will require current and future employees to repeatedly and
9 continuously seek legal redress in order to gain compensation to which they are entitled under
10 California law. Plaintiffs have no other adequate remedy at law to ensure future compliance with
11 the California labor laws and wage orders alleged to have been violated herein.

12 **SECOND CAUSE OF ACTION**

13 **BY PLAINTIFFS ON BEHALF OF THEMSELVES AND THE CLASS FOR FAILURE**
14 **TO PROVIDE MEAL BREAKS IN VIOLATION OF LABOR CODE §§ 512 and 226.7**
15 **(Against All Defendants)**

16 46. Plaintiffs re-allege and incorporate by reference each and every allegation set
17 forth in the preceding paragraphs.

18 47. Plaintiffs and class members regularly worked in excess of five (5) hours per
19 workday and accordingly had a right to take a 30-minute meal period each day worked in excess
20 of five (5) hours. As such, Defendants are responsible for paying premium compensation for
21 missed meal periods pursuant to Labor Code § 226.7 and IWC Wage Order No. 9, § 11(B).
22 Defendants shall pay each affected employee one (1) hour of pay at the employee's regular rate
23 of compensation for each workday that the meal break was not provided.

24 48. Defendants failed to pay employees who were not provided the opportunity to
25 take meal breaks the premium compensation set out in Cal. Labor Code § 226.7 and IWC Wage
26 Order No. 9, § 11(B).

27 49. Cal. Labor Code § 558.1 provides for a private right of action against persons who
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1 act on behalf of an employer who violate or cause the employer to violate Cal. Labor Code §
2 226.7.

3 50. Such a pattern, practice and uniform administration of corporate policy as
4 described herein is unlawful and creates an entitlement to recovery by the Plaintiffs and the class
5 identified herein, in a civil action, for the unpaid balance of the unpaid premium compensation
6 pursuant to Cal. Labor Code § 226.7 and IWC Wage Order No. 9, § 11(B).

7 51. Defendants' wrongful and illegal conduct in failing provide class members with
8 the opportunity to take meal breaks and to provide premium compensation in accordance with
9 Cal. Labor Code §§ 226.7 and 512 and IWC Wage Order No. 9, § 11(B) despite the clear legal
10 obligation to do so, unless and until enjoined and restrained by order of this court, will cause
11 great and irreparable injury to Plaintiffs and all members of the class in that the Defendants will
12 continue to violate these California laws, represented by labor statutes and wage orders, unless
13 specifically ordered to comply with same. This expectation of future violations will require
14 current and future employees to repeatedly and continuously seek legal redress in order to gain
15 compensation to which they are entitled under California law. Plaintiffs have no other adequate
16 remedy at law to ensure future compliance with the California labor laws and wage orders
17 alleged to have been violated herein.

18
19 **THIRD CAUSE OF ACTION**

20 **BY PLAINTIFFS ON BEHALF OF THEMSELVES AND THE CLASS FOR**
21 **DENIAL OF LAWFUL REST BREAKS IN VIOLATION OF LABOR CODE § 226.7**
22 **(Against All Defendants)**

23 52. Plaintiffs re-allege and incorporate by reference each and every allegation set
24 forth in the preceding paragraphs.

25 53. Defendants failed to authorized and permit Plaintiffs and class members to take
26 legally mandated rest breaks. As such, Defendants are responsible for paying premium
27 compensation for missed rest periods pursuant to Cal. Labor Code § 226.7 and IWC Wage Order
28 No. 9, § 12(B). Defendants shall pay each affected employee one (1) hour of pay at the

1 employee's regular rate of compensation for each workday that the rest break was not provided.

2 54. Plaintiffs and class members regularly worked in excess of three and half (3 ½)
3 hours per day. Defendants' policies and practices prevented Plaintiffs and class members from
4 enjoying their right to a ten (10) minute rest period in the middle of each four (4) hour work
5 period.

6 55. Defendants failed to pay employees who were not provided the opportunity to
7 take rest breaks the premium compensation set out in Cal. Labor Code § 226.7 and IWC Wage
8 Order No. 9, Order § 12(B).

9 56. Cal. Labor Code § 558.1 provides for a private right of action against persons who
10 act on behalf of an employer who violate or cause the employer to violate Cal. Labor Code §
11 226.7.

12 57. Such a pattern, practice and uniform administration of corporate policy as
13 described herein is unlawful and creates an entitlement to recovery by the Plaintiffs and the class
14 identified herein, in a civil action, for the unpaid balance of the unpaid premium compensation
15 pursuant to Cal. Labor Code § 226.7 and IWC Wage Order No. 9, § 12(B).

16 58. Defendants' wrongful and illegal conduct in failing provide class members with
17 the opportunity to take rest breaks and to provide premium compensation in accordance with
18 Cal. Labor Code §§ 226.7 and 512 and IWC Wage Order No. 9, § 12(B) despite the clear legal
19 obligation to do so, unless and until enjoined and restrained by order of this court, will cause
20 great and irreparable injury to Plaintiffs and all members of the class in that the Defendants will
21 continue to violate these California laws, represented by labor statutes and IWC wage orders,
22 unless specifically ordered to comply with same. This expectation of future violations will
23 require current and future employees to repeatedly and continuously seek legal redress in order
24 to gain compensation to which they are entitled under California law. Plaintiffs have no other
25 adequate remedy at law to ensure future compliance with the California labor laws and wage
26 orders alleged to have been violated herein.
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1 **FOURTH CAUSE OF ACTION**

2 **BY PLAINTIFFS ON BEHALF OF THEMSELVES AND THE CLASS**
3 **FOR FAILURE TO REIMBURSE FOR WORK RELATED EXPENSES**

4 **(Against All Defendants)**

5 59. Plaintiffs re-allege and incorporate by reference each and every allegation set
6 forth in the preceding paragraphs.

7 60. While acting on the direct instruction of Defendants and discharging their duties
8 for Defendants, Class Members incurred work-related expenses. Such expenses include but are
9 not limited to cell phones. Class Members necessarily incurred these substantial expenses and
10 losses as a direct result of performing their job duties for Defendants.

11 61. Defendants has failed to indemnify or in any manner reimburse Class Members
12 for these expenditures, in violation of Cal. Labor Code § 2802.

13 62. Cal. Labor Code § 558.1 provides for a private right of action against persons who
14 act on behalf of an employer who violate or cause the employer to violate Cal. Labor Code §
15 2802.

16 63. IWC wage order No. 9, § 9(B) requires that when tools or equipment are required
17 by the employer or are necessary to the performance of a job, such tools and equipment shall be
18 provided and maintained by the employer. Defendants fail to provide and maintain tools and
19 equipment required by the employer and those that are necessary to the performance of the job.
20

21 64. As a direct and proximate result of Defendants conduct, Class Members suffered
22 substantial losses according to proof, as well as pre-judgment interest, costs, and attorneys' fees
23 for the prosecution of this action.

24 **FIFTH CAUSE OF ACTION**

25 **BY PLAINTIFFS ON BEHALF OF THEMSELVES AND THE CLASS**
26 **FOR FAILURE TO PAY ALL WAGES UPON SEPARATION FROM EMPLOYMENT**

27 **(Against All Defendants)**

28 65. Plaintiffs re-allege and incorporate by reference each and every allegation set

1 forth in the preceding paragraphs.

2 66. Pursuant to Cal. Labor Code § 201 *et seq.*, upon Plaintiffs' and terminated
3 members of the class' termination dates, Defendants were required to pay them all earned wages.
4 At the time of Plaintiffs' and terminated members of the class' termination dates, they had
5 unpaid wages in the form of unpaid overtime compensation. In violation of Cal. Labor Code §
6 201 *et seq.*, Defendants failed to pay Plaintiffs and terminated members of the class any of the
7 amounts of wages due and owing to them in amounts to be proven at trial, but in excess of the
8 jurisdiction of this Court.

9 67. Cal. Labor Code § 558.1 provides for a private right of action against persons who
10 act on behalf of an employer who violate or cause the employer to violate Cal. Labor Code §
11 203.

12 68. Plaintiffs are informed and believe and based thereon allege Defendants' failure
13 to pay Plaintiffs and terminated members of the class the wages due and owing them was willful
14 and done with the wrongful and deliberate intention of injuring Plaintiffs and terminated
15 members of the class.

16 69. Defendants' willful failure to pay Plaintiffs and terminated members of the class
17 the wages due and owing them constitutes as a penalty up to thirty (30) days from the time the
18 wages were due. Therefore, Plaintiffs and terminated members of the class are entitled to
19 penalties pursuant to Cal. Labor Code § 203.
20

21 **SIXTH CAUSE OF ACTION**

22 **BY PLAINTIFFS ON BEHALF OF THEMSELVES AND THE CLASS**

23 **FOR FAILURE TO PAY SPLIT SHIFT PREMIUMS**

24 **(Against All Defendants)**

25 70. Plaintiffs re-allege and incorporate by reference each and every allegation set
26 forth in the preceding paragraphs.
27
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1 71. Pursuant to Wage Order 9 § 4(C) when an employee work a split shift—a work
2 schedule that is interrupted by non-paid non-working periods established by the employer, other
3 than bona fide rest or meal periods—one (1) hour pay at the minimum wage should be paid in
4 addition to the minimum wage for that workday, except for in cases where the employee resides
5 at the place of employment.

6 72. Plaintiffs and other class members were required by Defendants to attend a
7 meeting and then wait 45 minutes after the meeting to start their shift. Plaintiffs and other class
8 members were not paid a split-shift premium or minimum wages for having to wait for their
9 shifts to start after their meetings. These split-shifts occurred at least once a month.

10 73. Defendants failed to pay Plaintiffs and Class Members minimum wages for all
11 hours worked. Labor Code § 1194 entitles employees to recover unpaid minimum wages. Labor
12 Code § 1194.2 entitles employees to recover liquidated damages in an equal amount.

13 74. Such a pattern, practice and uniform administration of corporate policy regarding
14 illegal employee compensation as described herein is unlawful and creates an entitlement to
15 recovery by Plaintiffs in a civil action, for the unpaid balance of the split-shift wages owing,
16 including interest thereon, and penalties.

17 75. Defendants' wrongful and illegal conduct in failing provide class members with
18 split-shift wage payments in accordance with IWC Wage Order No. 9 despite the clear legal
19 obligation to do so, unless and until enjoined and restrained by order of this court, will cause
20 great and irreparable injury to Plaintiffs and all members of the class in that the Defendants will
21 continue to violate these California laws, represented by labor statutes and wage orders, unless
22 specifically ordered to comply with same. This expectation of future violations will require
23 current and future employees to repeatedly and continuously seek legal redress in order to gain
24 compensation to which they are entitled under California law. Plaintiffs have no other adequate
25 remedy at law to ensure future compliance with the California labor laws and wage orders
26 alleged to have been violated herein.
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1 **SEVENTH CAUSE OF ACTION**

2 **BY PLAINTIFFS ON BEHALF OF THEMSELVES AND THE CLASS**
3 **FOR VIOLATIONS OF BUSINESS AND PROFESSIONS CODE § 17200 ET SEQ.**

4 **(Against All Defendants)**

5 76. Plaintiffs re-allege and incorporate by reference each and every allegation set
6 forth in the preceding paragraphs.

7 77. Defendants engage and continue to engage in unfair business practices in
8 California by the following practices: (a) not paying wages for all hours worked; (b) making
9 unlawful deductions from wages; (c) not reimbursing expenses; (d) not providing lawful meal
10 breaks; and (e) not authorizing and permitting lawful rest breaks.

11 78. Defendants' utilization of such unfair business practices constitutes unfair
12 competition and provides an unfair advantage over Defendants' competitors.

13 79. Plaintiffs seeks, on their own behalf, on behalf of other members of the class
14 similarly situated, full restitution of monies, as necessary and according to proof, to restore any
15 and all monies withheld, acquired and/or converted by the Defendants by means of the unfair
16 practices complained of herein.

17 80. Plaintiffs seek on behalf of other members of the class similarly situated an
18 injunction to prohibit Defendants from continuing to engage in the unfair business practices
19 complained of herein.

20 81. The restitution includes the equivalent of all unpaid premium compensation
21 mandated by Cal. Labor Code § 226.7 and IWC Wage Order No. 9, § 11(B) and 12(B); all
22 unpaid wages; and all work-related expenses.

23 82. The acts complained of herein occurred within the last four years preceding the
24 filing of the complaint in this action.

25 83. Plaintiffs are informed and believe and on that basis allege that at all times herein
26 mentioned Defendants have engaged in unlawful, deceptive and unfair business practices, as
27 proscribed by Cal. Business and Professions Code § 17200 et seq., including those set forth
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herein above thereby depriving Plaintiffs and other members of the class the minimum working standards and conditions due to them under the California laws and Industrial Welfare Commission Wage Order as specifically described therein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs on their own behalf and on the behalf of the members of the class, prays for judgment as follows:

1. For an order certifying the proposed class;
2. For consequential damages according to proof, including unpaid wages
3. For liquidated damages according to proof pursuant to Cal. Labor Code § 1194.2.
4. For waiting time wages according to proof pursuant to Cal. Labor Code § 203;
5. For reimbursement of all work-related expenses pursuant to Cal. Labor Code § 2802;
6. For consequential damages according to proof as set forth in Cal. Labor Code § 226.7 and IWC Wage Order No. 9, § 11(B) related to meal breaks;
7. That Defendants be ordered to show cause why they should not be enjoined and ordered to comply with the applicable Labor Code provisions and California Industrial Welfare Commission Wage Order related to providing lawful meal breaks for Defendants' employees related to same; and for an order enjoining and restraining Defendants and their agents, servants and employees related thereto;
8. For consequential damages according to proof as set forth in Cal. Labor Code § 226.7 and IWC Wage Order No. 9, § 12(B) related to rest breaks;
9. That Defendants be ordered to show cause why they should not be enjoined and ordered to comply with IWC Wage Order No. 9 related to rest breaks; and for an order enjoining and restraining Defendants and their agents, servants and employees related thereto;
10. For restitution to Plaintiffs and other similarly effected members of the class of all funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be violative of the mandate established by Cal. Business and Professions Code § 17200 et seq.;

- 1 11. For an injunction to prohibit Defendants to engage in the unfair business practices
2 complained of herein;
- 3 12. For an injunction requiring Defendants to give notice to persons to whom restitution is
4 owing of the means by which to file for restitution;
- 5 13. For actual damages or statutory penalties according to proof as set forth in Cal. Labor
6 Code § 226 and IWC Wage Order No. 9, § 7(B) related to record keeping;
- 7 14. For pre-judgment interest as allowed by Cal. Labor Code §§ 218.5, 1194, 2802, and Cal.
8 Civil Code § 3287;
- 9 15. For reasonable attorneys fees, expenses and costs as provided by Labor Code §§ 218.5,
10 1194, 2802, and Civil Code § 1021.5; and,
- 11 16.
- 12 17. For such other and further relief the court may deem just and proper.

13 **REQUEST FOR JURY TRIAL**

14 Plaintiffs hereby request a Trial by Jury.

15
16 **Dated: August 17, 2022**

HENNIG KRAMER RUIZ & SINGH LLP

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19 **By: /s/ Jared Osborne**

Jennifer Kramer, Esq.
Ashley Cruz, Esq.
Jared Osborne, Esq.
Attorneys for Plaintiffs