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JORGE GOMEZ JR.,
and all putative class members

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

22CV399105

JORGE GOMEZ JR., an individual, on behalf
of himself and all others similarly situated,

Plaintiffs,

vs.

SECURITY SERVICES GROUP, INC., a
California Corporation and DOES 1-50,
inclusive,

Defendants.

Case No.:

CLASS ACTION COMPLAINT FOR:

- 1. Failure to Reimburse for Required Business Expenses**
- 2. Failure to Pay Wages, Including Overtime and Penalty Wages**
- 3. Failure to Provide Rest Breaks**
- 4. Failure to Provide Uninterrupted Meal Breaks & Second Meal Breaks**
- 5. Failure to Timely Pay All Wages Owed**
- 6. Failure to Provide Accurate Itemized Wage Statements**
- 7. Unlawful Business Practices Bus & Prof. Code §17200**

JURY TRIAL DEMANDED

1 Plaintiff JORGE GOMEZ JR., individually, and on behalf of all others similarly situated
2 (collectively “Plaintiffs”), alleges as follows:

3 NATURE OF THE ACTION

4 1. This is an employment class action on behalf of over 100 hourly, non-exempt employees
5 against their employer for violations of numerous wage and hour laws. Plaintiffs bring this
6 employment class action complaint on behalf of themselves, and all others similarly situated
7 against SECURITY SERVICES GROUP, INC., and the other Defendants DOES 1-50, inclusive,
8 (hereafter collectively “Defendant” or “Defendants”).

9 2. Defendants SECURITY SERVICES GROUP, INC. provides security services at
10 locations throughout California. Plaintiff worked for Defendants until April of 2022. Plaintiff and
11 the proposed class earn at or near minimum wage.

12 3. As described further below, Defendants have violated the California Labor Code by (1)
13 failing to reimburse for required business expenses (§1198, 2802); (2) failing to pay wages,
14 including overtime and penalty wages (§218, 248.2, 510, 558, 1194, 1197, 1198); (3) failing to
15 provide rest breaks (§226, 226.7, 512, 558, 1198); (4) failing to provide uninterrupted meal breaks
16 & second meal breaks (§226, 226.7, 512, 558); (5) failing to timely pay all wages owed (§201,
17 202); (6) and failing to provide accurate wage statements (§226, 226.3, 1174); and (7) unlawful
18 and unfair business practices (Bus. & Prof. Cod3 §17200, *et. seq.*).

19 4. The class claims in this action are brought pursuant to Code of Civil Procedure (“CCP”)
20 §382, seeking recovery for unpaid wages, including overtime wages, missed meal and rest period
21 penalty pay, expenses, statutory and waiting time penalties, injunctive and other equitable relief,
22 interest, and reasonable attorneys’ fees and costs. Pursuant to the class action procedures provided
23 for under California law, Plaintiffs, on behalf of themselves and proposed Class Members (also
24 referred to as “Class”), also seeks injunctive relief and restitution of all benefits Defendants have
25 received from their unlawful actions as alleged herein.

26 5. The “Class Period” is designated as the four-year period prior to the filing of this
27 Complaint through the date of final disposition of this action.
28

1 6. Defendants have treated all persons employed in California in such a way as to violate
2 California's laws governing conditions of employment and payment of wages owed. Plaintiffs
3 assert that Defendants have knowingly and with conscious disregard of the law refused to pay the
4 Class Members all wages owed, including overtime wages and meal and rest break penalty wages.
5 Defendants have violated numerous Labor Code provisions, as set forth herein. Class Members
6 are owed their back pay, plus interest and/or premiums and penalties under Business and
7 Professions Code section 17203 to compensate Class Members and Class Members for the delay
8 in receiving wages due.

9 7. Defendants, by and through their actions, have engaged in unfair competition, requiring
10 restitution to persons affected and disgorgement of profits so obtained.

11 **THE PARTIES**

12 8. Plaintiff JORGE GOMEZ JR. is an individual who resides in California and worked for
13 Defendants until April of 2022.

14 9. Defendants SECURITY SERVICES GROUP, INC. is a California corporation, doing
15 business in California with the capacity to sue and to be sued and doing business, in Santa Clara
16 County, State of California. SECURITY SERVICES GROUP, INC. exercised control over the
17 wages, hours, and/or working conditions of Plaintiffs and members of the proposed class
18 throughout the liability period.

19 10. Defendants Does 1-50, inclusive, are sued herein under fictitious names. Their true
20 names and capacities are unknown to Plaintiffs. When their true names and capacities are
21 ascertained, Plaintiffs will amend this complaint by inserting their true names and capacities
22 herein. Plaintiffs are informed and believe, and thereon alleges, that each of the fictitiously named
23 Defendants is responsible in some manner for the occurrences herein alleged, and that the damages
24 sustained by Plaintiffs and the Class Members herein alleged were proximately caused by such
25 Doe Defendants.

26 11. Plaintiffs are informed and believes and thereon alleges that each Defendants, directly
27 or indirectly, or through agents or other persons, employed Plaintiffs and other members of the
28 Class, and exercised control over their wages, hours, and working conditions. Plaintiffs are

1 informed and believes and thereon alleges that each Defendants acted in all respects pertinent to
2 this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy
3 in all respects pertinent hereto, and the acts of each Defendants are legally attributable to the other
4 Defendants.

5 **JURISDICTION AND VENUE**

6 12. Venue is proper in this judicial district because Defendants conduct business in this
7 County and Defendants have legal obligations to Plaintiffs and many of the Class Members in this
8 case that arose in this county.

9 13. The monetary damages, restitution and statutory penalties sought by Plaintiffs exceed
10 the minimal jurisdictional limits of the Superior Court and will be established according to proof
11 at trial. Based on information, investigation, and analysis, Plaintiffs allege that the amount in
12 controversy, including claims for monetary damages, penalties, and attorney's fees, is more than
13 twenty-five thousand dollars (\$25,000) and less than five million dollars (\$5,000,000).

14 14. The California Superior Court has jurisdiction in this matter because Plaintiffs are
15 residents of California and Defendants are incorporated in and/or qualified to do business in
16 California and regularly conduct business in California. Further, there is no federal question at
17 issue as the claims herein are based solely on California law.

18 **GENERAL ALLEGATIONS**

19 15. During the Class Period, Defendants committed various violations of the California
20 Labor Code, the UCL and the applicable IWC Wage Order, as alleged below in more detail.
21 Defendants enforce multiple policies that violate state law which are intended to increase its own
22 profits to the detriment of its employees.

23 16. Plaintiffs and the putative class are hourly, non-exempt employees of Defendants
24 working in Defendants' security services business.

25 17. Plaintiffs were frequently required to use their personal cell phones for clocking in and
26 out using an app although Defendants did not reimburse them in any way for the expense of their
27 personal cell phone use as required by the Labor Code §2802.
28

1 18. Plaintiffs were, from time to time, denied payment for all hour hours worked, resulting
2 from Defendants' practices of adjusting timecards, shaving time, and requiring off-the-clock work.
3 Plaintiffs and class members were also denied COVID-19 supplemental paid sick leave.

4 19. Defendants failed to consistently maintain a policy and practice that provides its
5 employees with off-duty rest periods as required by California law.

6 20. During Plaintiffs' employment, Defendants failed to consistently maintain a compliant
7 meal period policy and practice. From time to time, Defendants failed to provide all hourly
8 employees with their right to take an off-duty unpaid 30-minute meal period.

9 21. Defendants also from time to time intentionally and willfully failed to pay Plaintiffs
10 and Class Members who are no longer employed by it all compensation due upon termination of
11 employment as required by Cal. Lab. Code §§201 and 202.

12 22. Defendants failed to pay all wages earned to employees as a result of the unlawful
13 employment policies and practices which resulted in a failure to pay all wages owed twice per
14 month in violation of Labor Code §204(a).

15 23. Defendants further failed to consistently provide timely, accurate, itemized wage
16 statements to Plaintiffs and the Class Members, as well as maintain accurate records, in accordance
17 with Labor Code §§ 226 and 1174.

18 24. Based upon the above allegations, Defendants engaged in unfair competition.

19 **CALIFORNIA CLASS ACTION ALLEGATIONS**

20 25. Plaintiffs bring this action on behalf of themselves, and all other persons similarly
21 situated, to recover from Defendants for failure to comply with California wage and hour laws,
22 and for claims under Business and Professions Code § 17200.

23 26. This action has been brought and may properly be maintained as a class action
24 pursuant to the provisions of Code of Civil Procedure § 382 because the proposed class is
25 ascertainable and there is a well-defined community of interest. Plaintiffs are among in excess of
26 100 employees who have been similarly injured by Defendants' unlawful employment policies
27 and practices.
28

1 27. The “Relevant Time Period” or proposed “Class Period” as defined herein commences
2 four years prior to the date of filing this Complaint.

3 28. Plaintiffs bring this action on their behalf and as a class action under Cal. Code of
4 Civil Procedure §382 on behalf of the following defined groups:

5 29. Proposed Class: “All persons who are employed or have been employed by
6 Defendants in the State of California as hourly, non-exempt workers during the period of the
7 relevant statute of limitations.”

8 30. Proposed Sub-classes:

9 A. All persons who are employed or have been employed by Defendants in the
10 State of California as hourly, non-exempt workers during the period of the
11 relevant statute of limitations, who worked one or more shift in excess of five
12 (5) hours.

13 B. All persons who are employed or have been employed by Defendants in the
14 State of California as hourly, non-exempt workers during the period of the
15 relevant statute of limitations, who worked one or more shifts in excess of six
16 (6) hours.

17 C. All persons who are employed or have been employed by Defendants in the
18 State of California as hourly, non-exempt workers during the period of the
19 relevant statute of limitations, who worked one or more shifts in excess of eight
20 (8) hours.

21 D. All persons who are employed or have been employed by Defendants in the
22 State of California as hourly, non-exempt workers during the period of the
23 relevant statute of limitations, who worked one or more shifts in excess of three
24 and one-half hours (3 ½), but less than or equal to six (6) hours.

25 E. All persons who are employed or have been employed by Defendants in the
26 State of California as hourly, non-exempt workers during the period of the
27 relevant statute of limitations, who worked one or more shifts in excess of six
28 (6) hours, but less than or equal to ten (10) hours.

1 F. All persons who are employed or have been employed by Defendants in the
2 State of California as hourly, non-exempt workers during the period of the
3 relevant statute of limitations, who separated their employment from
4 Defendants.

5 G. All persons who are employed or have been employed by Defendants in the
6 State of California as hourly, non-exempt workers during the period of the
7 relevant statute of limitations, who received pay for one or more pay periods.

8 H. All persons who are employed or have been employed by Defendants in the
9 State of California as hourly, non-exempt workers during the period of the
10 relevant statute of limitations, who clocked in and out using an application on
11 their personal mobile device.

12 I. All persons who are employed or have been employed by Defendants in the
13 State of California as hourly, non-exempt workers during the period of the
14 relevant statute of limitations who were not paid all COVID-19 Supplemental
15 Paid Sick Leave.

16 31. This action is brought, and may properly be maintained, as a class action under CCP
17 §382 because there is a well-defined community of interest in the litigation, and the proposed Class
18 and Subclasses (collectively “Class”) are easily ascertainable.

19 32. Numerosity: The Proposed Class is so numerous that joinder of all members is
20 impractical. Plaintiffs are informed and believe, and on that basis allege, that during the relevant
21 time period, Defendants employed over 100 putative Class Members who are geographically
22 dispersed and who satisfy the definition of the proposed Class. As such, a class action is the only
23 available method for the fair and efficient adjudication of this controversy. Membership in the
24 Proposed Class can be easily ascertained by an examination and analysis of employee and payroll
25 records, among other records within Defendants’ possession and control.

26 33. Typicality: Plaintiffs’ claims are typical of the claims of the Class Members. Plaintiffs,
27 like others similarly situated, was subjected to Defendants’ common, unlawful policies, practices,
28 and procedures described above. The Plaintiffs’ positions at the company were typical of those of

1 other Class Members. Plaintiffs' claims are typical of the claims of each Class Member because
2 each have sustained damages arising out of and caused by Defendants' common course of conduct,
3 as alleged herein. As such, Plaintiffs have the same interests in this matter as all members of the
4 Class.

5 34. Adequacy: Plaintiffs will fairly and adequately protect the interests of the members of
6 the Class. Plaintiffs have retained counsel competent and experienced in complex class actions
7 and California labor and employment litigation.

8 35. Commonality: Common questions of law and fact exist, including but not limited to
9 the following:

- 10 i. Whether Defendants violated wage and hour laws by not compensating for
11 required business expenses;
- 12 ii. Whether Defendants violated wage and hour laws by not paying all wages,
13 including overtime and penalty wages;
- 14 iii. Whether Defendants violated wage and hour laws by failing to provide all
15 required rest periods periods;
- 16 iv. Whether Defendants violated wage and hour laws by failing to provide all
17 required, duty-free, 30-minute minimum meal periods;
- 18 v. Whether Defendants violated wage and hour laws by failing to pay all wages
19 owed twice a month;
- 20 vi. Whether Defendants violated wage and hour laws by failing to pay all wages
21 owed upon termination;
- 22 vii. Whether Defendants' policy and practice concerning rest breaks was
23 unlawful;
- 24 viii. Whether Defendants' policy and practice concerning meal breaks was
25 unlawful;
- 26 ix. Whether Defendants' policy and practice concerning the payment (or
27 nonpayment) of Covid-19 supplemental sick leave wages was unlawful;
- 28

- x. Whether Defendants' policy and practice concerning business expense reimbursement was unlawful;
- xi. Whether Defendants unlawfully failed to keep and furnish Class Members with accurate, itemized records of hours worked, in violation of Labor Code §§ 226 and 1174;
- xii. Whether Defendants' policy and practice of failing to pay employees all wages owed twice per month violates Labor Code §204(a);
- xiii. Whether Defendants' policy and practice of failing to pay its employees all wages due within the time required by law after their employment ended violates the law and warrants waiting time penalties under Cal. Labor Code §§ 200, 201, 202, 203, and 204;
- xiv. The proper measure of damages sustained and the proper measure of restitution recoverable by Plaintiffs, the Class Members, and Subclass Members;
- xv. Whether the Class Members are entitled to injunctive relief to enjoin any further violations of wage and labor laws;
- xvi. Whether Defendants, and each of them, are/were participants in the alleged unlawful and/or tortious conduct;
- xvii. Whether Defendants' conduct was willful and reckless;
- xviii. The effect upon and the extent of injuries suffered by Plaintiffs and the Plaintiffs Class and the appropriate amount of reimbursement, restitution, damages, or other compensation; and
- xix. What is the extent of liability of each Defendants, including DOE defendants, to each Class and Subclass member?

36. Superiority: A class action is superior to other available methods of the fair and efficient adjudication of the controversy, particularly in the context of wage and hour litigation where the damage suffered by individual plaintiffs, while not inconsequential, makes individual actions impracticable given the expenses and burdens associated with seeking individual relief.

Prosecuting over 100 identical, individual lawsuits does not promote judicial efficiency or equity and consistency in judicial results. Moreover, the Class is a group of hourly, low-wage earning employees who rely on their wages and requiring that each individual take time away from work to prosecute individual actions would be inequitable and result in undue hardship for the individual Class members and their families. Public policy favors efficient resolution of their claims and uniform enforcement of California Labor laws against entities skirting their legal obligations at the expense of a vulnerable working population.

37. Manageability: Plaintiffs are informed and believes that all allegations in this Complaint are capable of being determined on the same evidence and based primarily on review of corporate records and key testimony of Defendants' corporate representatives. To the extent statistical analysis and representative evidence is necessary, Plaintiffs and proposed class counsel will employ competent experts and consultants in the field to determine and review evidence for both issues of liability and damages in a scientifically reliable manner.

38. Plaintiffs request, pursuant to Rule 1857(a)(1) and Rule 3.766 of the California Rules of Court, that the absent Class and Subclass Members be notified by the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The names and address of the Class and Subclass Members are available from Defendants.

FIRST CAUSE OF ACTION

FAILURE TO REIMBURSE FOR REQUIRED BUSINESS EXPENSES

Cal. Labor Code §§1198, 2802

(All Plaintiffs Against All Defendants)

39. Plaintiffs incorporate by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

40. Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of discharge of duties.

41. Here, Plaintiffs and Class Members clocked in and out using an app on their personal mobile phones. Defendants also called and sent text messages to Plaintiffs' personal phone during

1 work and non-working hours. Plaintiffs and Class Members also purchased their own masks while
2 workers were mandated to wear masks and paid for and maintained their required uniforms at their
3 own cost.

4 **SECOND CAUSE OF ACTION**

5 **FAILURE TO PAY WAGES, INCLUDING OVERTIME AND PENALTY**

6 **WAGES**

7 **Cal. Labor Code §§218, 248.2, 510, 558, 1194, 1197, 1198**

8 **(All Plaintiffs Against All Defendants)**

9 42. Plaintiffs incorporate by reference in this cause of action each allegation of the
10 preceding paragraphs as though fully set forth herein.

11 43. Defendants' conduct described in this complaint violates the provisions of Labor Code
12 §§ 218, 248.2, 510, 558, 1194, 1197, 1198.

13 44. Section 2(K) of Wage Order 4 defines "hours worked" as "the time during which an
14 employee is subject to the control of an employer, and including all the time the employee is
15 suffered or permitted to work, whether or not required to do so." Defendants have been engaged
16 in many unlawful employment practices which resulted in underpayment of wages each pay
17 period.

18 45. Labor Code § 510 and California IWC Wage Order 4 §3(A)(1) require employers to
19 pay employees one-and-one-half (1-1/2) times the regular hourly rate of all those hours worked in
20 excess of eight (8) hours in one workday and in excess of forty (40) hours in one workweek, and
21 double-time for hours over 12 in one day and in excess of eight hours on the seventh consecutive
22 day.

23 46. Labor Code §1198 requires, "the maximum hours of work and the standard conditions
24 of labor fixed by the commission shall be the maximum hours of work and the standard conditions
25 of labor for employees."

26 47. On certain occasions, Defendants adjusted Plaintiffs' timecards, shaving time in a
27 manner that favored the Defendants and reduced total hours worked. Defendants also from time to
28 time called and sent text messages to Plaintiffs while they were off the clock which he was required

1 to respond to. Plaintiffs were also sometimes required to clean, don and doff security apparel off
2 the clock. The California Supreme Court has rejected the *de minimis* argument frequently echoed
3 by employers, confirming that employees are entitled to payment for all hours (and minutes)
4 worked.

5 48. When employees like Plaintiffs and Class Members earning at or near minimum wage
6 do not receive payment for all hours worked, including time shaved from their timecards, and time
7 spent working for the Defendants while off the clock, the result is that they are earning less than
8 the statutory minimum wages for all hours worked in violation of Labor Code §1197. Defendants
9 have been engaged in many unlawful employment practices which resulted in underpayment for
10 hours worked each pay period, including overtime hours worked.

11 49. Failure to Pay COVID-19 Supplemental Paid Sick Leave: Pursuant to Labor Code
12 §1197, “[t]he minimum wage for employees fixed by the commission or by any applicable state
13 or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than
14 the minimum so fixed is unlawful.” In the case of COVID-19, Labor Code 248.2 requires that
15 Employers provide 80 hours of paid sick leave to full time employees.

16 50. In this case, Defendants are a covered employer and Plaintiffs and Class Members are
17 covered employees. Although Plaintiffs and some other hourly, non-exempt employees became ill
18 with symptoms of COVID-19, they were not paid for the full 80 hours of sick pay for the time they
19 needed to take off from work to recover.

20 51. As a result of these practices, Defendants have violated Cal. Labor Code §§218, 510,
21 1194, 1197, 1198 and Industrial Welfare Commission Wage Orders paragraph(3)(A)(1) for failure
22 to pay overtime. Defendants are liable for civil penalties pursuant to Cal. Labor Code §558.

23 52. Plaintiffs allege on information and belief that Defendants’ failure to pay the Class
24 Members for all hours worked as alleged in this cause of action, was willful, and thus entitles the
25 Class Members to penalties under Labor Code § 203. Specifically, Labor Code § 203 provides that
26 an employee's wages shall continue as a penalty until paid or for a period of up to 30 days from
27 the time they were due, whichever period is shorter.
28

53. In addition, and pursuant to Labor Code § 558, Plaintiffs request that this Court award civil penalties as set forth in § 558 for each pay period during which Defendants failed to pay the Class Members as alleged above.

THIRD CAUSE OF ACTION
FAILURE TO PROVIDE REST BREAKS
Cal. Labor Code §§226, 226.7, 512, 558, 1198, Wage Order 4
(All Plaintiffs Against All Defendants)

54. Plaintiffs incorporate by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

55. Plaintiffs did not receive all required rest breaks. Plaintiffs and Class Members were from time to time required to remain on duty throughout the duration of their shifts with no meal or rest breaks. Defendants have failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Defendants did not always authorize or permit all of its hourly employees to take at least a ten minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512, 1198, and Wage Order 4-2001 12(A). Plaintiffs and Class Members occasionally worked shifts of 8 hours or more, and they were denied required first and second rest periods. Critically, when required, they were denied all third rest periods.

56. Defendants periodically failed to pay Plaintiffs and similarly situated employees all premium compensation (one hour of pay at the employee's regular rate of pay for missed or untimely rest periods) mandated by Labor Code §226.7 (b) for these missed rest periods.

57. As a derivative claim, Plaintiffs allege that pay statements were inaccurate, failing to always include required rest period penalties calculated at the regular rate of pay, thus failing the requirements of Labor Code §226(a). As a result of these violations, Defendants are liable for civil penalties pursuant to Cal. Labor Code §558.

58. Plaintiffs also seek injunctive relief requiring Defendants to comply with the California Labor Code and Wage Orders with respect to rest periods, declaratory relief that Defendants'

1 policies regarding such are unlawful, and attorneys' fees and costs, and under Cal. Code of Civ.
2 Pro. §1021.5.

3 59. Defendants' failure to pay rest period premiums was done willfully, in bad faith, in
4 knowing violation of the California Labor Code and the IWC Wage Order.

5 **FOURTH CAUSE OF ACTION**
6 **FAILURE TO PROVIDE UNINTERRUPTED MEAL BREAKS & SECOND**
7 **MEAL BREAKS**

8 **Cal. Labor Code §§226, 226.7, 512, 558; Wage Order 4**
9 **(All Plaintiffs Against All Defendants)**

10 60. Plaintiffs incorporate by reference in this cause of action each allegation of the
11 preceding paragraphs as though fully set forth herein.

12 61. Plaintiffs did not receive all required meal breaks. From time to time, Plaintiff and
13 Class Members were not relieved of duties or permitted to leave their assigned posts or work
14 locations. Although on-duty meal breaks were on-the-clock and thus paid, Plaintiffs and Class
15 Members did not always receive meal period penalty pay for missed meal breaks.

16 62. During Plaintiffs' employment, Defendants failed to consistently maintain a compliant
17 meal period policy and practice. Defendants failed to provide all hourly employees with their right
18 to take an off-duty unpaid 30-minute meal period. Labor Code §512 provides, "[a]n employer may
19 not employ an employee for a work period of more than five hours per day without providing the
20 employee with a meal period of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o
21 employer shall require an employee to work during any meal... period mandated by an applicable
22 order of the Industrial Welfare Commission." Paragraph 11(A) of the Wage Orders provides, in
23 pertinent part, "[u]nless an employee is relieved of all duty during a 30 minute meal period, the
24 meal period shall be considered an 'on duty' meal period and counted as time worked."

25 63. In addition to missing some first meal periods, Plaintiffs and Class Members also
26 missed many second meal periods when applicable, and they were not paid penalty wages for
27 many missed meal periods.
28

1 64. Defendants failed to permit Plaintiffs and Class Members to take timely, off-duty, meal
2 breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor
3 Code §§226.7, 512, 1198, and Wage Order 4- 2001(11). As a derivative claim, Plaintiffs allege
4 that pay statements were on occasion inaccurate, failing to include all required meal period
5 penalties calculated at the regular rate of pay, thus failing the requirements of Labor Code §226(a).
6 As a result of these violations, Defendants are liable for civil penalties pursuant to Cal. Labor Code
7 §558.

8 65. Plaintiffs seek injunctive relief requiring Defendants to comply with the California
9 Labor Code and relevant Wage Orders with respect to meal periods, declaratory relief that
10 Defendants’ policies regarding such are unlawful, and attorneys’ fees and costs, and under Cal.
11 Code of Civ. Pro. §1021.5.

12 66. In addition, and pursuant to Labor Code § 558, Plaintiffs request that this Court award
13 civil penalties as set forth in § 558 for each pay period during which Defendants failed to pay the
14 Class Members as alleged above.

15 67. Defendants’ failure to pay meal period premiums was done willfully, in bad faith, in
16 knowing violation of the California Labor Code and the IWC Wage Orders.

17 **FIFTH CAUSE OF ACTION**
18 **FAILURE TO TIMELY PAY ALL WAGES OWED**
19 **Cal. Labor Code §§ 201, 202 and**
20 **(All Plaintiffs Against All Defendants)**

21 68. Plaintiffs incorporate by reference in this cause of action each allegation of the
22 preceding paragraphs as though fully set forth herein.

23 69. Failure to Pay Wages Due Upon Termination: Plaintiffs and Class Members who
24 ended their employment with Defendants during the last year were entitled to be promptly paid
25 all lawful compensation, and other premiums, as required by Labor Code §§201-203.

26 70. Pursuant to Cal. Lab. Code §§ 201 and 202, if an employer discharges an employee,
27 the wages earned and unpaid at the time of discharge are due and payable immediately, and if an
28 employee quits his or her employment, his or her wages shall become due and payable no later

1 than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours'
2 notice of intention to quit, in which case the employee is entitled to wages at the time of quitting.

3 71. During the relevant time period, on occasion, Defendants intentionally and willfully
4 failed to pay Plaintiffs and Class Members who are no longer employed by it all compensation
5 due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Pursuant to
6 §203, Plaintiffs and Class Members are now also entitled to recover up to thirty (30) days of
7 wages due to Defendants' "willful" failure to comply with the statutory requirements of §§201
8 and 202 of the Labor Code.

9 72. Failure to Pay All Wages Owed Twice Per Month: Defendants were required to pay
10 Plaintiffs and Class Members all wages earned twice during each calendar month pursuant to
11 Labor Code §204(a). Defendants failed to pay all wages earned to employees as a result of the
12 unlawful employment policies and practices discussed herein. As a result of these practices,
13 employees were underpaid for hours worked, including overtime and penalty wages, and this
14 underpayment resulted in a failure to pay all wages owed twice per month. Defendants are liable
15 for civil penalties pursuant to Labor Code §§558.

16 **SIXTH CAUSE OF ACTION**
17 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

18 **Cal. Labor Code §§ 226, 1174**
19 **(All Plaintiffs Against All Defendants)**

20 73. Plaintiffs incorporate by reference in this cause of action each allegation of the
21 preceding paragraphs as though fully set forth herein.

22 74. Defendants from time to time knowingly and intentionally failed to provide timely,
23 accurate, itemized wage statements to Plaintiffs and the Class Members in accordance with Labor
24 Code §§ 226(a) and 1174. The statements provided to Plaintiffs and Class Members have not
25 always accurately reflected total hours worked, actual gross wages earned, including overtime and
26 meal/rest premiums, and reimbursement for business expenses.

27 75. Such failures caused injury to Plaintiffs and others, by, among other things, impeding
28 them from knowing the total hours worked and the amount of wages, overtime, and penalty wages

1 to which they are and were entitled. Defendants are liable for civil penalties pursuant to Labor
2 Code §§ 226.3.

3 76. California Labor Code § 226(a) provides that, at the time of each payment of wages,
4 an employer shall provide each employee with a wage statement itemizing, among other things,
5 the total hours worked by the employee in the pay period, and all applicable hourly rates in effect
6 during the pay period, the corresponding number of hours worked at each hourly rate by the
7 employee, and the true legal name of the entity that is the employer.

8 77. California Labor Code § 226(e) provides that an employee suffering injury as a result
9 of a knowing and intentional failure by an employer to comply with Labor Code § 226(a) is entitled
10 to recover the greater of his or her actual damages or a penalty of \$50 for the initial pay period in
11 which a violation occurs and \$100 per employee for each violation in a subsequent pay period (up
12 to a maximum of \$4,000), in addition to attorneys' fees and costs.

13 78. Plaintiffs and the Class Members are therefore entitled to the damages and penalties,
14 plus attorneys' fees and costs, provided for under Labor Code §§ 226(e) and (g). Pursuant to Labor
15 Code § 226(g), Plaintiffs and the Class Members are also entitled to and seek injunctive relief
16 requiring Defendants to comply with Labor Code 226(a).

17 79. Labor Code § 1174.5 provides that "[a]ny person employing labor who willfully fails
18 to maintain the records required by subdivision (c) of Section 1174 or accurate and complete
19 records maintained by subdivision (d) of Section 1174, or to allow any member of the commission
20 or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall
21 be subject to a civil penalty of five hundred dollars (\$500)."

22 80. Plaintiffs allege on information and belief that Defendants from time to time knowingly
23 and intentionally failed to furnish the Class Members with accurate itemized statements for each
24 pay period that they worked and failed to maintain accurate payroll records of the Class Members
25 as mandated by Labor Code §§ 226 and 1174. As such, the Class Members are entitled to civil
26 penalties and an award of costs and attorney's fees under § 226(e). In addition, the Class Members
27 are entitled to recover civil penalties under § 1174.5.
28

SEVENTH CAUSE OF ACTION
UNFAIR BUSINESS PRACTICES IN VIOLATION OF
California Business and Professions Code section 17200, et seq.
(All Plaintiffs Against All Defendants)

81. Plaintiffs incorporate by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

82. Defendants knowingly committed, and upon information and belief continue to commit, ongoing unlawful business practices within the meaning of the UCL, including, but not limited to unlawful practices as described in the causes of action articulated above, and hereby incorporated herein.

83. Plaintiffs lost money and property as a result of Defendants' unlawful business practices described above.

84. Pursuant to the UCL, Plaintiffs and all Class Members are entitled to restitution of money or property acquired by Defendants by means of such unlawful business practices, in amounts not yet known, but to be ascertained at trial.

85. Pursuant to the UCL, Plaintiffs and Class Members are entitled to injunctive relief against Defendants' ongoing unlawful business practices. If an injunction does not issue enjoining Defendants from engaging in the unlawful business practices described above, Plaintiffs and the general public will be irreparably injured.

86. Plaintiffs have no plain, speedy, and adequate remedy at law. Defendants, if not enjoined by this Court, will continue to engage in the unlawful business practices described above in violation of the UCL, in derogation of the rights of Plaintiffs and Class Members and of the general public.

87. Plaintiffs' success in this action will result in the enforcement of important rights affecting the public interest by conferring a significant benefit upon the general public.

88. Defendants' numerous violations of local and California law, as well as the other statutory and regulatory violations alleged herein, constitute unlawful business actions and practices in violation of Business and Professions Code § 17200, *et seq.*

1 89. Pursuant to Business and Professions Code § 17200, *et seq.*, Plaintiffs and the Class
2 Members are entitled to restitution of unpaid wages and penalty pay, among other relief alleged
3 herein, that were withheld and retained by Defendants during a period that commences four years
4 prior to the filing of this action. Plaintiffs are further entitled to a permanent injunction requiring
5 Defendants to comply with all provisions of California labor law, including properly paying the
6 lawful rate of pay for all hours worked, providing meal/rest periods to all workers as defined
7 herein, timely paying sick wages due, reimbursing employees for business expenses, maintaining
8 accurate wages statements and payroll records, in addition to an award of attorneys' fees and costs
9 pursuant to Code of Civil Procedure § 1021.5 and other applicable law, and costs.

10 **REQUEST FOR RELIEF**

11 WHEREFORE, Plaintiffs, on behalf of themselves and the Proposed Class, request
12 judgment and the following specific relief against Defendants as follows:

- 13 A. That the Court determine that this action may be maintained as a class action
14 under Code of Civil Procedure § 382;
- 15 B. Provision of class notice to all members of the Class;
- 16 C. That Defendants are found to have violated the above-referenced provisions of
17 the Labor Code, CCR and IWC Wage Order 4 as to Plaintiffs, Class Members
18 and relevant subclass members;
- 19 D. For compensatory damages, in an amount according to proof at trial, with
20 interest thereon;
- 21 E. For compensation for not being reimbursed for required business expenses;
- 22 F. For compensation for not being paid all wages owed, including overtime wages;
- 23 G. For compensation for not being provided proper rest breaks;
- 24 H. For compensation for not being provided uninterrupted meal periods and
25 second meal periods;
- 26 I. For compensation for not being paid wages due upon termination;
- 27 J. For compensation for not being paid wages owed twice per month;
- 28

- 1 K. That Defendants' actions are found to be willful and/or in bad faith to the extent
2 necessary under §§ 201, 202, 203, and 558 of the California Labor Code for
3 willful failure to pay all compensation owed at the time of separation to
4 Plaintiffs and Class Members no longer employed by Defendants;
- 5 L. That Plaintiffs and Class Members receive penalties for Defendants' violation
6 of §226 and 1174 of the California Labor Code for willful failure to provide
7 and maintain the required accurate and itemized wage statements;
- 8 M. That Plaintiffs and Class Members receive an award in the amount of unpaid
9 wages owed, including interest thereon, and penalties as provided in the Labor
10 Code, CCR and Wage Order, including under Labor Code §§ 203, 510, and
11 558, subject to proof at trial;
- 12 N. That Plaintiffs and Class Members receive damages pursuant to §§248.5 in
13 addition to reasonable attorneys' fees, and costs of suit pursuant to Labor Code
14 § 218.5 and CCP 1021.5;
- 15 O. That Defendants be ordered to pay restitution to Plaintiffs and Class Members
16 for amounts acquired through Defendants' unlawful activities pursuant to
17 Business and Professions Code §§ 17200-05 and enjoined to cease and desist
18 from unlawful and unfair activities in violation of California Business and
19 Professions Code § 17200 *et. seq.*;
- 20 P. That Plaintiffs and Class Members receive an award of reasonable attorneys'
21 fees and costs pursuant to Code of Civil Procedure §1021.5, Labor Code §226,
22 218.5, and 1194 and/or applicable laws;

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 Q. That the Court issue declaratory relief that Defendants' challenged policies are
2 unlawful; and

3 R. That the Court order further relief, in law and equity, as it deems appropriate
4 and just.
5

6 DATED: June 9, 2022

KOUL LAW FIRM

7 

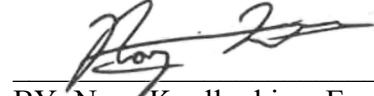
8 BY: Nazo Koulloukian, Esq.
9 Attorneys for Plaintiffs JORGE GOMEZ JR.
10 and putative class members
11
12

13 ***DEMAND FOR JURY TRIAL***

14 Plaintiffs, on behalf of themselves and the putative class, hereby demands trial by jury to
15 the full extent permitted by law.
16

17 DATED: June 9, 2022

KOUL LAW FIRM

18 

19 BY: Nazo Koulloukian, Esq.
20 Attorneys for Plaintiffs JORGE GOMEZ JR.
21 and putative class members
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