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and on behalf of all others similarly situated.

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Case #22CV397331  
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SANTA CLARA**

ANTAR MORRAR, as individuals and on  
behalf of all others similarly situated,

Plaintiff,

vs.

BUCHER AND CHRISTIAN  
CONSULTING, INC.; BCFORWARD  
RAZOR LLC; and DOES 1 through 20,  
inclusive,

Defendants.

Case No. 22CV397331

*Assigned for all purposes to:  
Hon. Patricia M. Lucas, Dept. 3*

**FIRST AMENDED 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 Necessary Business-Related Expenses;
6. Failure to Provide Accurate Itemized Wage Statements;
7. Failure to Pay All Wages Due Upon Separation of Employment;
8. Violation of Business and Professions Code §§ 17200, *et seq.*; and
9. Enforcement of Labor Code §§ 2698, *et seq.*

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

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Antar Morrar (“Plaintiff”) bringS this putative class action, pursuant to  
5 California Code of Civil Procedure § 382, against defendants Bucher and Christian Consulting,  
6 Inc., BCForward Razor LLC, and DOES 1 through 20, inclusive (collectively, “Defendants”), on  
7 behalf of himself individually, and on behalf of California citizens who are and were employed  
8 by Defendants as non-exempt employees throughout California.

9 2. Defendants provide services or goods throughout California.

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

14 4. Plaintiff is informed and believes, and thereon alleges, that Defendants have  
15 increased their profits by violating state wage and hour laws by, among other things:

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

24 5. Plaintiff seeks monetary relief against Defendants on behalf of himself and all  
25 others similarly situated in California to recover, among other things, unpaid wages and benefits,  
26 interest, attorneys’ fees, costs and expenses, and penalties pursuant to Labor Code §§ 201, 201.3,  
27 202, 203, 204, 210, 212, 213, 226, 226.3, 226.7, 246, 227.3, 246, 510, 512, 558, 1174, 1174.5,  
28

1 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698, *et seq.*, and Code of California Civil Procedure  
2 § 1021.5.

### 3 **JURISDICTION AND VENUE**

4 6. This is a class action pursuant to California Code of Civil Procedure § 382. The  
5 monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdictional limits  
6 of the Superior Court and will be established according to proof at trial.

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

11 8. This Court has jurisdiction over all Defendants because, upon information and  
12 belief, they are citizens of California, have sufficient minimum contacts in California, or  
13 otherwise intentionally avail themselves of the California market so as to render the exercise of  
14 jurisdiction over them by the California courts consistent with traditional notions of fair play and  
15 substantial justice.

16 9. Venue is proper in this Court because, upon information and belief, Defendants  
17 reside, transact business, or have offices in this county, and/or the acts and omissions alleged  
18 herein took place in this county.

### 19 **THE PARTIES**

20 10. Plaintiff is a resident of California and worked for Defendants in California during  
21 the relevant time periods as alleged herein.

22 11. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter  
23 mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as  
24 employers, whose employees were and are engaged throughout this county and the State of  
25 California.

26 12. Plaintiff is unaware of the true names or capacities of the defendants sued herein  
27 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this  
28

1 First Amended Complaint and serve such fictitiously named defendants once their names and  
2 capacities become known.

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

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

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

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

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

23 **CLASS ACTION ALLEGATIONS**

24 18. Plaintiff brings this action under Code of Civil Procedure § 382 on behalf of  
25 himself and all others similarly situated who were affected by Defendants' Labor Code, Business  
26 and Professions Code §§ 17200, and IWC Wage Order violations.

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

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

2               Class

3           All California citizens currently or formerly employed by Defendants as non-  
4           exempt employees in the State of California at any time between May 1, 2019 and  
5           the date of class certification ("Class").

6           21.   Plaintiff also seeks to certify the following subclass of employees:

7               Waiting Time Subclass

8           All members of the Class who separated their employment with Defendant at any  
9           time between May 1, 2019 and the date of class certification ("Waiting Time  
10          Subclass").

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

14          23.   Members of the Class and the Subclass described above will be collectively  
15          referred to as "Class Members."

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

19               (a)   Whether Defendants fail to pay Plaintiff and Class Members all wages  
20               (including minimum wages, double time wages, and overtime wages) for  
21               all hours worked by Plaintiff and Class Members.

22               (b)   Whether Defendants paid Plaintiff and other Class Members overtime  
23               compensation at the proper rates;

24               (c)   Whether Defendants required Plaintiff and Class Members to work over  
25               eight (8) hours per day, over twelve (12) hours per day, over forty (40)  
26               hours per week, and/or seven (7) consecutive days and failed to pay them  
27               overtime compensation at the proper rate.  
28

- 1 (d) Whether Defendants deprived Plaintiff and Class Members of timely meal  
2 periods or required Plaintiffs and Class Members to work through meal  
3 periods without proper compensation.
- 4 (e) Whether Defendants deprived Plaintiff and Class Members of rest breaks  
5 or required Plaintiffs and Class Members to work through rest breaks  
6 without proper compensation.
- 7 (f) Whether Defendants failed to properly reimburse necessary business-  
8 related expenses incurred by Plaintiff and Class Members.
- 9 (g) Whether Defendants failed to provide Plaintiff and Class Members  
10 accurate itemized wage statements.
- 11 (h) Whether Defendants failed to timely pay the Waiting Time Subclass all  
12 wages due upon termination or within seventy-two (72) hours of  
13 resignation.
- 14 (i) Whether Defendants' conduct was willful or reckless.
- 15 (j) Whether Defendants 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 Subclass 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 entire Class and Subclass are unknown to  
21 Plaintiff at this time, on information and belief, the class is estimated to be greater than twenty-  
22 five (25) individuals. The identities of the Class Members are readily ascertainable by inspection  
23 of Defendants' employment and payroll records.

24 (b) Typicality: The claims (or defenses, if any) of Plaintiff are typical of the  
25 claims (or defenses, if any) of the Class Members because Defendants' failure to comply with  
26 the 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  
28

1 sustained by the Class Members because they arise out of and are caused by Defendants' common  
2 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 their best interest to prosecute the claims alleged  
5 herein to obtain full compensation and penalties due to them and the Class Members. Plaintiff's  
6 attorneys, as proposed class counsel, are competent and experienced in litigating large  
7 employment class actions and versed in the rules governing class action discovery, certification,  
8 and settlement. Plaintiff has incurred and, throughout the duration of this action, will continue to  
9 incur attorneys' fees and costs that have been and will be necessarily expended for the  
10 prosecution of this action for the 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 Subclass at the same  
15 time. If appropriate, this Court can, and is empowered to, fashion methods to efficiently manage  
16 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, Defendants employed Plaintiff and other  
26 California citizens as non-exempt employees at Defendants' California business location(s).

27 27. Defendants employed Plaintiff as a non-exempt employee at Defendants'  
28 California business location.

1           28. Defendants continue to employ non-exempt employees within California.

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

6           30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
7 should have known that Plaintiff and Class Members were entitled to receive wages for all time  
8 worked (including minimum wages and overtime wages) and that they were not receiving all  
9 wages earned for work that was required to be performed. In violation of the Labor Code and  
10 IWC Wage Orders, Plaintiff and Class Members were not paid all wages (including minimum  
11 wages, double time wages, and overtime wages) due to Defendants illegal employment practices,  
12 including, but not limited to, requiring unpaid off-the clock work; and failing to pay Plaintiff and  
13 other Class Members at the proper hourly rates for all hours worked, among other reasons.

14           31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
15 should have known that Plaintiff and Class Members were entitled to receive wages in a medium  
16 negotiable and payable in cash, on demand, without discount. In violation of the Labor Code and  
17 IWC Wage Orders, Plaintiff and Class Members were paid through payment cards that charged  
18 fees for obtaining cash.

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

26           33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
27 should have known that Plaintiff and Class Members were entitled to receive all rest breaks or  
28 payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular rate of pay

1 when a rest break was missed. In violation of the Labor Code and IWC Wage Orders, Plaintiff  
2 and Class Members did not receive all rest breaks or payment of one (1) additional hour of pay  
3 at Plaintiff's and Class Members' regular rate of pay when a rest break was missed.

4 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
5 should have known that Plaintiff and Class Members were entitled to reimbursement for  
6 necessary expenditures incurred in connection with the performance and execution of their job  
7 duties. In violation of the California Labor Code, Plaintiff and Class Members did not receive  
8 adequate reimbursement for necessary business expenses, including, but not limited to,  
9 reimbursement for tools and equipment, cell phone use, and other expenses.

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

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

27 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
28 should have known they had a duty to compensate Plaintiff and Class Members, and Defendants

1 had the financial ability to pay such compensation but willfully, knowingly, and intentionally  
2 failed to do so in order to increase Defendants' profits.

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

8 **FIRST CAUSE OF ACTION**

9 **FAILURE TO PAY MINIMUM WAGES**

10 (Violation of Labor Code §§ 1182.12, 1194, 1194.2, 1197; Violation of IWC Wage Order §3-4)

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

13 40. 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 41. During the relevant time period, Defendants paid Plaintiff and Class Members  
17 less than minimum wages when they failed to pay proper compensation for all hours worked. To  
18 the extent these hours do not qualify for the payment of overtime, Plaintiff and Class Members  
19 were not being paid at least the lawful minimum wage for their work.

20 42. During the relevant time period, Defendants regularly failed to pay at least  
21 minimum wage to Plaintiff and Class Members for all hours worked pursuant to Labor Code  
22 §§ 1194 and 1197.

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

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1           44. 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           45. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as  
8 though fully set forth herein.

9           46. 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 or days  
12 worked by the person on a daily or weekly basis.

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

18           48. The applicable IWC Wage Orders further provide that Defendants are and were  
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  
21 in a day or in excess of eight (8) hours on the seventh day of work in a workweek.

22           49. 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  
24 a 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.

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

4           51. Plaintiff and Class Members were non-exempt employees entitled to the  
5 protections of California Labor Code §§ 510 and 1194.

6           52. During the relevant time period, Defendants required Plaintiff and Class  
7 Members to work in excess of eight (8) hours in a day, forty (40) hours in a week, and/or for a  
8 seventh consecutive day in a workweek without paying Plaintiff and Class Members proper  
9 overtime wages for their work.

10          53. During the relevant time period, Defendants failed to pay Plaintiff and Class  
11 Members overtime wages for all overtime hours worked when Plaintiff and Class Members  
12 worked in excess of eight (8) hours in a day, forty (40) hours in a week and/or for a seventh  
13 consecutive day of work in a workweek, or when Plaintiff and Class Members worked in excess  
14 of twelve (12) hours in a day and/or in excess of eight (8) hours on the seventh day of work in a  
15 work week.

16          54. In violation of state law, Defendants knowingly and willfully refused to perform  
17 their obligations and compensate Plaintiff and Class Members for all wages earned and all hours  
18 worked.

19          55. Defendants' failure to pay Plaintiff and Class Members the unpaid balance of  
20 overtime and double time compensation, as required by California law, violates the provisions  
21 of Labor Code §§ 510 and 1198, and is therefore unlawful.

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

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1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PROVIDE MEAL PERIODS**

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

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

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

8 59. Section 11 of the applicable IWC Wage Order states, “[n]o employer shall employ  
9 any person for a work period of more than five (5) hours without a meal period of not less than  
10 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s  
11 work the meal period may be waived by mutual consent of the employer and the employee.”

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

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

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

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

1           64.     At all relevant times, Defendants failed to pay Plaintiff and Class Members meal  
2 period premiums for missed, late, short, and/or interrupted meal periods pursuant to Labor Code  
3 § 226.7(b) and section 11 of the applicable IWC Wage Order.

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

7                               **FOURTH CAUSE OF ACTION**

8                               **FAILURE TO PERMIT REST BREAKS**

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

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

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

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

19          69.     During the relevant time period, Plaintiff and Class Members did not receive a ten  
20 (10) minute rest period for every four (4) hours or major fraction thereof worked because they  
21 were required to work through their daily rest periods, were not permitted to take timely rest  
22 periods, and/or were not authorized to take their rest periods.

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

26          71.     At all relevant times, Defendants failed to pay Plaintiff and Class Members rest  
27 period premiums for missed, late, and/or interrupted rest periods pursuant to Labor Code §  
28 226.7(b) and section 12 of the applicable IWC Wage Order.

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

4                                   **FIFTH CAUSE OF ACTION**

5                                   **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

6                                   **(Violation of Labor Code §§ 2800, 2802)**

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

9           74.     Labor Code § 2800 states that an employer shall in all cases indemnify his  
10 employee for losses.

11          75.     Labor Code § 2802 requires employers to indemnify their employees for all  
12 necessary expenditures or losses incurred by employees in direct consequence of the discharge of  
13 their duties.

14          76.     Section 9 of the applicable IWC Wage Order states that when tools or equipment  
15 are required by the employer or are necessary to the performance of a job, such tools and  
16 equipment shall be provided and maintained by the employer.

17          77.     During the relevant time period, Defendants required Plaintiff and class members  
18 to incur expenses without properly compensating them for such expenses.

19          78.     In violation of Labor Code §§ 2800 and 2802, Defendants failed to indemnify  
20 Plaintiff and class members for these expenses.

21          79.     In committing the violations as herein alleged, Defendants have intentionally and  
22 willfully failed to fully reimburse Plaintiff and class members for necessary business-related costs  
23 and expenses. As a direct result, Plaintiff and class members have suffered and continue to suffer  
24 substantial losses relating to the use and enjoyment of such expenses.

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1 **SIXTH CAUSE OF ACTION**

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

3 (Violation of Labor Code § 226)

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

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

17 82. During the relevant time period, Defendants have knowingly and intentionally  
18 failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff  
19 and Class Members. Defendants provided Plaintiff and Class Members with wage statements that  
20 were missing or inaccurately stated one or more of the following items: (1) gross wages earned,  
21 (2) total hours worked by the employee, (3) the number of piece-rate units earned and any  
22 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided  
23 that all deductions made on written orders of the employee may be aggregated and shown as one  
24 item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid,  
25 (7) the name of the employee and the last four digits of his or her social security number or an  
26 employee identification number other than a social security number, (8) the name and address of  
27 the legal entity that is the employer, and/or (9) all applicable hourly rates in effect during the pay  
28 period and the corresponding number of hours worked at each hourly rate by the employee.

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

14           84.     Plaintiff and Class Members are entitled to recover from Defendants the greater of  
15 all actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or fifty  
16 dollars (\$50.00) for the initial pay period in which a violation occurred and one hundred dollars  
17 (\$100.00) per employee for each violation in subsequent pay periods in an amount not exceeding  
18 four thousand dollars (\$4,000.00) per employee, plus attorneys' fees and costs.

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

25           86.     Class Members that are still employed by Defendants are also entitled to injunctive  
26 relief under California Labor Code § 226(h), compelling Defendants to comply with California  
27 Labor Code § 226. Accordingly, affected Class Members seek the recovery of attorneys' fees and  
28 costs incurred in obtaining this injunctive relief.

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**SEVENTH CAUSE OF ACTION**

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

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

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

88. Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of an intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

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

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

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

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

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1 **EIGHTH CAUSE OF ACTION**

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

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

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

6 94. California Business and Professions Code §§ 17200, *et seq.*, prohibits acts of  
7 unfair competition, which includes any “unlawful, unfair or fraudulent business act or practice . .  
8 . .”

9 95. A violation of California Business and Professions Code §§ 17200, *et seq.*, may  
10 be predicated on a violation of any state or federal law. In the instant case, Defendants’ policies  
11 and practices violated state law, causing Plaintiff and Class Members to suffer and continue to  
12 suffer injuries-in-fact.

13 96. Defendants’ policies and practices violated state law in at least the following  
14 respects:

15 (a) Failing to pay all wages earned (including minimum wage, sick pay, double time,  
16 and overtime wages) to Plaintiff and Class Members among other violations, in  
17 violation of Labor Code §§ 246, 510, 1182.12, 1194, 1194.2, 1197, and 1198.

18 (b) Failing to pay wages timely to Plaintiff and Class Members during employment in  
19 violation of Labor Code §§ 201.3 and 204.

20 (c) Failing to pay Plaintiff and Class Members wages in a medium negotiable and  
21 payable in cash, on demand, without discount in violation of Labor Code §§ 212  
22 and 213.

23 (d) Failing to pay all overtime wages at the proper rate to Plaintiff and Class Members  
24 in violation of Labor Code §§ 510, 1194 and 1198;

25 (e) Failing to provide compliant meal periods without paying Plaintiff and Class  
26 Members premium wages for every day said meal periods were not provided in  
27 violation of Labor Code §§ 226.7 and 512.  
28

1 (f) Failing to authorize or permit compliant rest breaks without paying Plaintiff and  
2 Class Members premium wages for every day said rest breaks were not authorized  
3 or permitted in violation of Labor Code § 226.7.

4 (g) Failing to reimburse Plaintiff and class members for necessary business expenses,  
5 in violation of Labor Code §§ 2800 and 2802.

6 (h) Failing to provide Plaintiff and Class Members with accurate itemized wage  
7 statements in violation of Labor Code § 226.

8 (i) Failing to timely pay all earned wages to the members of the Waiting Time  
9 Subclass upon separation of employment in violation of Labor Code §§ 201, 202,  
10 203, 227.3.

11 97. As alleged herein, Defendants systematically engaged in unlawful conduct in  
12 violation of the California Labor Code and IWC Wage Orders, such as failing to pay all wages  
13 (minimum and overtime wages), failing to provide meal periods and rest breaks or compensation  
14 in lieu thereof, failing to furnish accurate wage statements, and failing to pay all wages due and  
15 owing upon separation of employment in a timely manner, all in order to decrease their costs of  
16 doing business and increase their profits.

17 98. At all relevant times herein, Defendants held themselves out to Plaintiff and Class  
18 Members as being knowledgeable concerning the labor and employment laws of California.

19 99. At all times relevant herein, Defendants intentionally avoided paying Plaintiff and  
20 Class Members wages and monies, thereby creating for Defendants an artificially lower cost of  
21 doing business in order to undercut their competitors and establish and/or gain a greater foothold  
22 in the marketplace.

23 100. As a result of Defendants' intentional, willful, purposeful, and wrongful  
24 misrepresentation of their conformance with the California Labor Code and IWC Wage Orders,  
25 Plaintiff and Class Members suffered a loss of wages and monies, all in an amount to be shown  
26 according to proof at trial.

101. By violating the foregoing statutes and regulations as herein alleged, Defendants' acts constitute unfair and unlawful business practices under California Business and Professions Code §§ 17200, *et seq.*

102. As a result of the unfair and unlawful business practices of Defendants, as alleged herein, Plaintiffs and Class Members are entitled to injunctive relief, disgorgement, and restitution in an amount to be shown according to proof at trial.

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

## NINTH CAUSE OF ACTION

**ENFORCEMENT OF LABOR CODE §§ 2698 ET SEQ. (“PAGA”)**

104. Plaintiff hereby re-alleges and incorporates by reference the previous paragraphs as though fully set forth herein.

105. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) or any of its departments, divisions, commissions, boards, agencies, or employees for violation of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

106. For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in which Defendants violated these provisions of the Labor Code.

107. Defendants' conduct violates numerous Wage Order and Labor Code sections, including, but not limited to, the following:

- a. violation of Labor Code §§ 201, 202, 203, 204, 210, 510, 1182.12, 1194, 1197, and 1198 for failure to timely pay all earned wages (including minimum wage and overtime wages) owed to Plaintiff and other aggrieved employees during employment and upon separation of employment as herein alleged;
- b. violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods to Plaintiff and other aggrieved employees and failure to pay premium wages for missed meal periods as herein alleged;
- c. violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiff and other aggrieved employees and failure to pay premium wages for missed rest periods as herein alleged;
- d. violation of Labor Code § 226 for failure to provide accurate itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;
- e. violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate and complete records showing, among other things, the hours worked daily by and the wages paid to aggrieved employees; and
- f. violation of Labor Code §§ 2800 and 2802 for failure to reimburse Plaintiff and other aggrieved employees for necessary business expenses as herein alleged.

108. Plaintiff is an “aggrieved employee” because he was employed by the alleged violator and had one or more of the violations committed against him, and therefore is properly suited to represent the interests of all other aggrieved employees.

109. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and all other aggrieved employees under PAGA.

110. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

111. For bringing this action, Plaintiff is entitled to attorney's fees and costs incurred herein.

**PRAYER FOR RELIEF**

Plaintiff, individually and on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For certification under California Code of Civil Procedure § 382 of the proposed Class, Waiting Time Subclass, and any other appropriate subclasses;

2. For appointment of Antar Morrar as the 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, 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 Defendants 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 civil penalties;

14. 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, Labor Code §§ 226(e), 1194, and 2698, *et seq.*; and

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15. For such other relief as the Court deems just and proper.

Dated: January 12, 2023

**AEGIS LAW FIRM, PC**

By:   
\_\_\_\_\_  
Fawn F. Bekam  
Attorneys for Plaintiff Antar Morrar

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over  
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and  
4 my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

On January 12, 2023, I served the foregoing document entitled:

5 • **FIRST AMENDED COMPLAINT**

on all the appearing and/or interested parties in this action by delivering ☐ the original ☒ a true  
6 copy thereof on the party(ies) addressed below as follows:

|                                                 |                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7<br>8<br>9<br>10<br>11<br>12<br>13<br>14<br>15 | Heather Hearne<br><b>THE KULLMAN FIRM, PLC</b><br>4605 Bluebonnet Blvd., Suite A<br>Baton Rouge, LA 70809<br>Telephone: (225) 906-4243<br>Facsimile: (225) 906-4230<br><a href="mailto:hdh@kullmanlaw.com">hdh@kullmanlaw.com</a><br><br>Attorneys for Defendant:<br>GAINWELL TECHNOLOGIES LLC | Jennifer Svanfeldt<br>Teresa W. Ghali<br>Amanda M. Osowski<br><b>GBG LLP</b><br>601 Montgomery Street, Suite 1150<br>San Francisco, CA 94111<br>Telephone: (415) 603-5000<br>Facsimile: (415) 840-7210<br><a href="mailto:jensvanfeldt@gbgllp.com">jensvanfeldt@gbgllp.com</a><br><a href="mailto:teresaghali@gbgllp.com">teresaghali@gbgllp.com</a><br><a href="mailto:amandaosowski@gbgllp.com">amandaosowski@gbgllp.com</a><br><br>Attorneys for Defendants:<br>BUCHER AND CHRISTIAN CONSULTING,<br>INC.; BCFORWARD RAZOR LLC; BC<br>FORWARDING LLC |
|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

16 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing  
17 correspondence for mailing. Under that practice it would be deposited with the U.S.  
18 Postal Service on that same day with postage thereon fully prepaid at Irvine, California  
19 in the ordinary course of business. I am aware that on motion of the party served, service  
is presumed invalid if postage cancellation date or postage meter date is more than one  
day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed.*  
*R. Civ. Proc.* 5(a); *Fed. R. Civ. Proc.* 5(c).)

20 ☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business  
21 practice of Aegis Law Firm PC for collection and processing correspondence for  
22 overnight delivery, and I caused such document(s) described herein to be deposited for  
delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal*  
*Code Civ. Proc.* § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

23 ☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via  
24 electronic transmission via the above listed email addresses on the date below. (*Cal.*  
*Code Civ. Proc.* § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

25 ☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to  
26 the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.*  
5(b)(2)(A).)

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1 I declare under penalty of perjury under the laws of the State of California that the  
2 foregoing is true and correct.

3 Executed on January 12, 2023, at Irvine, California.

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6 Jacquelyn Enciso  
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