

FILED
Superior Court Of California,
Sacramento
08/01/2022
Plaintiffs
By _____, Deputy
Case Number:
34-2022-00324599

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on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

WAQAS N. BUTT, individually and on
behalf of himself and all others similarly
situated,

Plaintiff,

v.

9W HALO WESTERN OPCO, L.P., a
Delaware limited liability company, doing
business as ANGELICA TEXTILE
SERVICES; and DOES 1-50, inclusive,

Defendants.

Case No.

PAGA REPRESENTATIVE ACTION

Assigned for All Purposes To:

Hon.

Dept.:

COMPLAINT FOR DAMAGES FOR:

- 1) Civil Penalties Under the Private
Attorneys' General Act, Labor Code
Section 2698 *et seq*

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff WAQAS N. BUTT ("Plaintiff"), individually and on behalf of
others similarly situated, and asserts claims against defendants 9W HALO WESTERN OPCO, L.P.,
a Delaware limited liability company, doing business as ANGELICA TEXTILE SERVICES; and
DOES 1-50, inclusive (collectively "Defendants" or "9W Halo") as follows:

INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys
General Act of 2004 ("PAGA"), Cal. Lab. Code sections 2698 *et seq*. PAGA permits "aggrieved
employees" to bring a lawsuit as a representative action on behalf of themselves and all other

1 current and former aggrieved employees, to recover civil penalties and address an employer's
2 violations of the California Labor Code.

3 2. Plaintiff brings this action pursuant to the PAGA on a representative basis. All
4 current and former hourly, non-exempt employees in Defendants' California facilities are aggrieved
5 employees.

6 3. Plaintiff brings this suit on behalf of himself and all other current and former non-
7 exempt employees working for Defendants in their restaurants in California during the relevant
8 time period to recover civil penalties and address the employer's violations of the California Labor
9 Code (the "Aggrieved Non-Exempt Employees" or "Aggrieved Employees").

10 4. Plaintiff was employed by Defendants as an hourly, non-exempt employee in the
11 State of California during the relevant time period.

12 5. In this case, Defendants violated various provisions of the California Labor code
13 and relevant IWC Wage Orders. As set forth below, Defendants implemented policies and practices
14 which led to Defendants' (1) failure to accurately calculate and pay all wages owed including
15 minimum wage, (2) failure to pay overtime,; (3) failure to provide lawful meal periods; (4) failure
16 to authorize and permit rest periods; (5) failure to timely pay wages owed during employment; (6)
17 failure to timely pay wages upon separation of employment; (7) failure to reimburse necessary
18 expenses; (8) knowing and intentional failure to comply with itemized wage statement provisions;
19 (9) failure to keep accurate records; and (10) failure to pay sick leave at the proper rate.

20 6. Plaintiff in his representative capacity seeks civil penalties on behalf of himself and
21 other aggrieved employees pursuant to PAGA for Defendants failure to comply with California
22 Labor Code and IWC Wage Order requirements.

23 7. This action is timely because Plaintiff suffered from a violation or numerous
24 violations of the California Labor Code within one year of the date on which a PAGA notice was
25 sent to the LWDA via online submission. More than 65 days have passed and no response has been
26 received by the LWDA. A copy of the letter sent to the LWDA with enclosure is attached hereto
27 as **Exhibit A**, thereby satisfying the notice requirement under the statute and permitting Plaintiff to
28 proceed with this action in a representative capacity.

1 **JURISDICTION AND VENUE**

2 8. The Superior Court of the State of California has jurisdiction in this matter because
3 Plaintiff is a citizen and resident of the State of California and Defendants are citizens and residents
4 or, and/or regularly conduct business in, California.

5 9. Further, no federal question is at issue because the claims are based solely on
6 California Law.

7 10. Venue is proper in this Court because one or more of the Defendants reside, transact
8 business, or have offices in this County, Plaintiff is a resident of this County, and the acts or
9 omissions alleged herein took place in this County.

10 **PARTIES**

11 11. Defendant 9W Halo Western OPCO, L.P. is a Delaware limited liability company
12 doing business as Angelica Textile Services, in the state of California. It is based at 1901 S.
13 Meyers Rd. #630, Oakbrook Terrace, IL 60181-5210.

14 12. Upon information and belief, 9W Halo employs Non-Exempt Employees, like
15 Plaintiff, throughout the State of California.

16 13. Plaintiff Waqas N. Butt is and during the liability period has been, a resident of
17 California.

18 14. Plaintiff was employed in an hourly, non-exempt position by Defendants during the
19 relevant time period.

20 15. Plaintiff and the members of the aggrieved group were employed as hourly paid
21 employees by employed by Defendants, either directly or indirectly, at facilities in the State of
22 California at any time from four years prior to the filing of this Complaint.

23 16. Whenever in this complaint reference is made to any act, deed, or conduct of
24 Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through
25 one or more of Defendants' officers, directors, agents, employees, or representatives, who was
26 actively engaged in the management, direction, control, or transaction of the ordinary business and
27 affairs of Defendants.

28 17. The true names and capacities of Defendants, whether individual, corporate,

1 associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to
2 Plaintiff, who therefore sue Defendants by such fictitious names under Code of Civil Procedure §
3 474. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
4 capacities of the Defendants designated hereinafter as DOES when such identities become known.

5 18. Plaintiff is informed and believes, and thereon allege, that the Doe Defendants are
6 the partners, agents, or principals and co-conspirators of Defendants and of each other; that
7 Defendants and the Doe Defendants performed the acts and conduct herein alleged directly, aided
8 and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits
9 of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the
10 liability of the Defendants as alleged herein.

11 19. Plaintiff is further informed and believes, and thereon allege, that at all times
12 material herein, each Defendant was completely dominated and controlled by its co-Defendants
13 and each was the alter ego of the other. Whenever and wherever reference is made in this complaint
14 to any conduct by Defendant or Defendants, such allegations and references shall also be deemed
15 to mean the conduct of each of the Defendants, acting individually, jointly, and severally.
16 Whenever and wherever reference is made to individuals who are not named as Defendants in this
17 complaint, but were employees and/or agents of Defendants, such individuals, at all relevant times
18 acted on behalf of Defendants named in this complaint within the scope of their respective
19 employments.

20 **FACTUAL ALLEGATIONS**

21 20. During the relevant time frame, Defendants compensated Plaintiff and the Non-
22 Exempt Employees based upon an hourly wage.

23 21. Plaintiff and the Aggrieved Employees were, and at all times pertinent hereto,
24 have been non-exempt employees within the meaning of the California Labor Code, and the
25 implementing rules and regulations of the IWC California Wage Orders. They are subject to the
26 protections of the IWC Wage Orders and the Labor Code.

27 22. During the relevant time, Plaintiff was employed by Defendants in an hourly, non-
28 exempt position. He worked as a Received Doc Coordinator in Defendants' facilities

1 approximately 5-6 days per week, 50+ hours per week.

2 23. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were
3 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the
4 requirements of California's wage and employment laws.

5 24. All Aggrieved Employees are similarly situated in that they are all subject to
6 Defendants' uniform policies and systemic practices as specified herein.

7 25. Plaintiff and the Aggrieved Employees were required to clock in at the beginning
8 of their shifts, clock out for lunch, in at the end of their lunch periods and out at the end of their
9 shifts. Plaintiff and the Aggrieved Employees were not paid for all hours worked because
10 employees were required to work off the clock.

11 26. For example, Plaintiff and, upon information and belief, the Aggrieved Employees
12 were required to use their personal cell phones for work related communications outside of their
13 scheduled work hours. Plaintiff and Aggrieved Employees were not compensated for this time.

14 27. In addition, Plaintiff and the Aggrieved Employees worked in excess of eight (8)
15 hours in day and/or over forty (40) hours in a workweek, but were not properly paid for such time
16 at a rate of time and one-half the employee's regular rate of pay per hour.

17 28. Upon information and belief, Defendants failed to incorporate all forms of non-
18 discretionary compensation into the regular rate, including differentials, gift cards and incentives.

19 29. Plaintiff and the Aggrieved Employees were regularly required to work shifts in
20 excess of five hours without being provided a lawful meal period and, on occasion, over ten hours
21 in a day without being provided a second lawful meal period as required by law.

22 30. Indeed, during the relevant time, as a consequence of Defendants' scheduling
23 practices, work demands, and Defendants' policies and practices, Defendants frequently failed to
24 provide Plaintiff and the Aggrieved Employees timely, legally complaint uninterrupted 30-minute
25 meal periods as required by law. Not only were Plaintiff's and the Aggrieved Employees' first
26 meal breaks frequently not provided, untimely or short, but also Plaintiff and the Aggrieved
27 Employees were not provided a second meal period when working shifts in excess of 10 hours
28 and in excess of 12 hours.

1 31. On information and belief, Plaintiff and Aggrieved Employees did not waive their
2 rights to a second meal period.

3 32. Despite the above-mentioned meal period violations, Defendants failed to
4 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
5 one additional hour of pay at their regular rate as required by California law when meal periods
6 were not timely or lawfully provided in a compliant manner.

7 33. Plaintiff is informed and believes, and thereon alleges, that Defendants know,
8 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees
9 were entitled to receive accurate premium wages under Labor Code §226.7 but were not receiving
10 accurately calculated compensation.

11 34. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
12 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
13 period for every four hours worked or major fraction thereof, which is a violation of the Labor
14 Code and IWC wage order.

15 35. Defendants maintained and enforced scheduling practices, policies, and imposed
16 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
17 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof.
18 Such requisite rest periods were not timely authorized and permitted.

19 36. Despite the above-mentioned rest period violations, Defendants did not
20 compensate Plaintiff, and on information and belief, did not pay Aggrieved Employees one
21 additional hour of pay at their regular rate as required by California law, including Labor Code
22 section 226.7 and the applicable IWC wage order, for each day on which lawful rest periods were
23 not authorized and permitted.

24 37. In addition, Plaintiff and the Aggrieved Employees were required to carry cellular
25 phones or other communications devices during meal and rest periods, and were required to
26 remain available. Meal and rest periods were frequently interrupted as a consequence.

27 38. Moreover, Plaintiff and the Aggrieved Employees were required to incur necessary
28 expenses in the discharge of their duties, but were not reimbursed for such costs.

1 39. Defendants also failed to provide accurate, lawful itemized wage statements to
2 Plaintiff and the Aggrieved Employees in part because of the above specified violations.

3 40. Defendants have also made it difficult to determine applicable rates of pay and
4 account with precision for the unlawfully withheld wages and deductions due to be paid to Non-
5 exempt Employees, including Plaintiff, during the liability period because they did not implement
6 and preserve a lawful record-keeping method to record all hours worked, and non-provided rest
7 and meal periods owed to employees as required for non-exempt employees by 29 U.S.C. section
8 211(c), California Labor Code section 226, and applicable California Wage Orders.

9 41. Plaintiff is informed and believes, and thereon alleges, that at all times herein
10 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
11 thereof for resignations without prior notice as the case may be) they had a duty to accurately
12 compensate Plaintiffs and Aggrieved Employees for all wages owed including straight time,
13 overtime, meal and rest period premiums, and that Defendants had the financial ability to pay such
14 compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part
15 because of the above-specified violations.

16 42. Plaintiff and the Aggrieved Employees are covered by applicable California IWC
17 Wage Orders and corresponding applicable provisions of the California Code of Regulations, Title
18 8, section 11000 *et seq.*

19 ***FAILURE TO PAY MINIMUM WAGES***

20 43. Labor Code section 204 establishes the fundamental right of all employees in the
21 State of California to be paid wages, including minimum wage, straight time and overtime, in a
22 timely fashion for their work.

23 44. Labor Code section 1194(a) provides that notwithstanding any agreement to work
24 for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
25 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
26 of the full amount of this minimum wage or overtime compensation, including interest thereon,
27 reasonable attorney's fees, and costs of suit.

28 45. Labor Code section 1197 provides: The minimum wage for employees fixed by the

1 commission or by any applicable state or local law, is the minimum wage to be paid to employees,
2 and the payment of a lower wage than the minimum so fixed is unlawful.

3 46. Pursuant to Labor Code section 1198, it is unlawful to employ persons for longer
4 than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC
5 Wage Order(s).

6 47. The applicable wage orders and California Labor Code sections 1197 and 1182.12
7 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by
8 state law.

9 48. Labor Code sections 1194(a) and 1194.2(a) provide that an employee who has not
10 been paid the legal minimum wage as required by Labor Code section 1197 may recover the unpaid
11 balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount
12 equal to the unpaid wages and interest accrued thereon.

13 49. During all relevant periods, the California Labor Code and wage orders required that
14 Defendants fully and timely pay its non-exempt, hourly employees all wages earned and due for all
15 hours worked.

16 50. The IWC Wage Orders define "hours worked" as "the time during which an
17 employee is subject to the control of an employer, and includes all the time the employee is suffered
18 or permitted to work, whether or not required to do so."

19 51. At all times relevant, Plaintiff and Aggrieved Employees consistently worked hours
20 for which they were not paid because Defendants frequently required Plaintiff and the Aggrieved
21 Employees to work off the clock.

22 52. Plaintiff is informed and believes that Defendants were aware that Plaintiff and the
23 Aggrieved Employees were working off the clock and that they should have been paid for this time.

24 53. Defendant's policy and practice of not paying all minimum wages violates
25 California Labor Code sections 204, 210, 216, 558, 1182.12, 1194, 1197, 1197.1, 1198, and the
26 applicable wage order 5-2001.

27 54. Due to Defendants' violations of the California Labor Code and wage orders,
28 Plaintiff and the Minimum Wage SubAggrieved Employees are entitled to recover from Defendant

1 their unpaid wages, statutory penalties, reasonable attorneys' fees and costs in this action, and pre-
2 judgment and post-judgment interest, as well as liquidated damages.

3 ***FAILURE TO PAY OVERTIME OWED***

4 55. During all relevant periods, Defendant required Plaintiff and the Aggrieved
5 Employees to work shifts in excess of eight (8) hours per workday and/or to work in excess of forty
6 (40) hours per workweek.

7 56. During all relevant periods, both the California Labor Code sections 1194, 1197,
8 510, 1198, and the pertinent wage order 5-2001 required that all work performed by an employee
9 in excess of eight (8) hours in any workday, on the seventh day of work in any workweek, or in
10 excess of forty (40) hours in any workweek be compensated at one and one-half (1.5) times the
11 employee's regular rate of pay. Any work in excess of twelve (12) hours in one (1) day is required
12 to be compensated at the rate of no less than twice the regular rate of pay for an employee. In
13 addition, any work in excess of eight (8) hours on any seventh (7th) day of a workweek is required
14 to be compensated at the rate of no less than twice the regular rate of pay of an employee.

15 57. During all relevant periods, Defendants had a uniform policy of requiring Plaintiff
16 and the Aggrieved Employees to work in excess of eight (8) hours in a workday and/or in excess
17 of forty (40) hours in a workweek without compensating them at a rate of one and one-half (1.5)
18 times their regular rate of pay. Upon information and belief, Defendants also failed to properly
19 compensate Plaintiff and the Aggrieved Employees for hours worked in excess of twelve (12) hours
20 in one (1) day, or eight (8) hours on the seventh (7th) day of a workweek.

21 58. The IWC Wage Orders define "hours worked" as "the time during which an
22 employee is subject to the control of an employer, and includes all the time the employee is suffered
23 or permitted to work, whether or not required to do so."

24 59. At all times relevant, Plaintiff and Aggrieved Employees consistently worked hours
25 for which they were not paid because Plaintiff and the Aggrieved Employees were required to work
26 off the clock—some of these hours were over eight (8) hours in one (1) workday or in excess of
27 forty (40) hours in a workweek and should have been paid at the overtime rate.

28 60. Plaintiff is informed and believes that Defendants were aware that Plaintiff and the

1 Aggrieved Employees were working off the clock and that they should have been paid for this time.

2 61. In addition, upon information and belief, Defendants failed to incorporate all forms
3 of compensation, including without limitation bonuses, differentials, and incentives, into the
4 regular rate for overtime purposes.

5 62. As a result, Defendants failed to pay Plaintiff and the Aggrieved Employees earned
6 overtime wages and such employees suffered damages as a result.

7 63. Defendants knew or should have known Plaintiffs and the Aggrieved Employees
8 were undercompensated as a result of these practices.

9 64. Due to Defendant's violations of the California Labor Code, Plaintiff and the
10 Aggrieved Employees are entitled to recover from Defendants their unpaid overtime wages,
11 reasonable attorneys' fees and costs in this action, and pre-judgment and post-judgment interest,
12 statutory penalties, and liquidated damages.

13 ***FAILURE TO PROVIDE LAWFUL MEAL PERIODS***

14 65. Pursuant to Labor Code § 512, no employer shall employ an employee for a work
15 period of more than five (5) hours without providing a meal break of not less than thirty (30)
16 minutes in which the employee is relieved of all of his or her duties, except that when a work period
17 of not more than six (6) hours will complete the day's work the meal period may be waived by
18 mutual consent of the employer and employee.

19 66. For the four (4) years preceding the filing of this lawsuit as properly tolled by
20 Emergency Rule 9, Defendants failed to provide Plaintiff and Aggrieved Employees timely and
21 uninterrupted first meal periods of not less than thirty (30) minutes within the first five hours of a
22 shift.

23 67. As a consequence of Defendants' policies and practices, requirements, demands,
24 coverage and staffing, Plaintiff and the Aggrieved Employees were often required to forego such
25 meal periods, take shortened meal periods, and/or commence their meal periods into and beyond
26 the sixth hour of their shifts.

27 68. In addition, Plaintiff and, upon information and belief, the Aggrieved Employees
28 were required to carry cellular phones or other communications devices during meal and rest

1 periods, and were required to remain available. Meal and rest periods were frequently interrupted
2 as a consequence.

3 69. Upon information and belief, Plaintiff and the Aggrieved Employees were not paid
4 one hour of pay at their regular rate for each day that a meal period was not lawfully provided.

5 70. Moreover, as a matter of policy and practice, upon information and belief, the
6 Aggrieved Employees were also not provided second meal periods on days when shifts exceeded
7 ten hours (and twelve hours), nor were they provided premium wages in lieu of a second meal
8 period. On information and belief, Plaintiff and the Aggrieved Employees did not waive their rights
9 to a second meal period on shifts in excess of ten hours.

10 71. As a proximate result of the aforementioned violations, Plaintiff and the Aggrieved
11 Employees have been damaged in an amount according to proof at time of trial.

12 72. Pursuant to Labor Code § 226.7, Plaintiff and Aggrieved Employees are entitled to
13 recover one (1) hour of premium pay for each day in which a meal period violation occurred. They
14 are also entitled to recover reasonable attorneys' fees, cost, interest, and penalties as applicable.

15 ***FAILURE TO AUTHORIZE AND PERMIT LAWFUL REST PERIODS***

16 73. Pursuant to the IWC wage orders applicable to Plaintiff's and Aggrieved
17 Employees' employment by Defendants, "Every employer shall authorize and permit all employees
18 to take rest periods, which insofar as practicable shall be in the middle of each work period....
19 [The] authorized rest period time shall be based on the total hours worked daily at the rate of ten
20 (10) minutes net rest time per four (4) hours worked or major fraction thereof.... Authorized rest
21 period time shall be counted as hours worked, for which there shall be no deduction from wages."

22 74. Labor Code §226.7(a) prohibits an employer from requiring any employee to work
23 during any rest period mandated by an applicable order of the IWC.

24 75. Defendants were required to authorize and permit employees such as Plaintiff and
25 Aggrieved Employees to take rest periods during shifts in excess of 3.5 hours, based upon the total
26 hours worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction
27 thereof, with no deduction from wages.

1 76. Despite said requirements of the IWC wage orders applicable to Plaintiff's and
2 Aggrieved Employee's employment with Defendants, Defendants failed and refused to authorize
3 and permit Plaintiff and Aggrieved Employees to take lawful, net ten (10) minute rest periods for
4 every four (4) hours worked, or major fraction thereof. Such rest breaks, when provided, were
5 frequently untimely or less than net ten minutes because of the work requirements imposed by
6 Defendants, and frequent calls during rest periods.

7 77. In addition, as detailed above, Plaintiff and the Aggrieved Employees were required
8 to carry cellular phones or other communications devices during meal and rest periods, and were
9 required to remain available. Meal and rest periods were frequently interrupted as a consequence.

10 78. Defendants did not pay Plaintiff one additional hour of pay at his regular rate of pay
11 for each day that a rest period violation occurred. On information and belief, the other members of
12 the Aggrieved Group endured similar violations as a result of Defendants' rest period policies and
13 practices and Defendant did not pay said Aggrieved Employees premium pay as required by law.

14 79. By their failure to authorize and permit Plaintiff and the Aggrieved Employees to
15 take a lawful, net ten (10) minute rest period free from work duties every four (4) hours or major
16 fraction thereof worked, including failure to provide two (2) total rest periods on six to ten hour
17 shifts and three (3) total ten (10) minute rest periods on days on which Plaintiff and the other
18 Aggrieved Employees work(ed) work a third rest period for shifts in excess of ten (10) hours, and
19 by their failure to provide compensation for such unprovided rest periods as alleged herein,
20 Defendants willfully violated the provisions of Labor Code sections 226.7 and the applicable IWC
21 Wage Order(s).

22 ***FAILURE TO TIMELY PAY WAGES DUE AND PAYABLE DURING***
23 ***EMPLOYMENT***

24 80. Labor Code section 204 requires that all wages are due and payable twice in each
25 calendar month.

26 81. The wages required by Labor Code §§ 226.7, 510, 1194 and other sections became
27 due and payable to each employee in each month that he or she was not provided with a meal period
28 or rest period or paid minimum wage, straight or overtime wages to which he or she was entitled.

1 82. Defendants violated Labor Code § 204 by systematically refusing to pay wages due
2 under the Labor Code.

3 83. Labor Code section 210 (a) provides that “In addition to, and entirely independent
4 and apart from, any other penalty provided in this article, every person who fails to pay the wages
5 of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and
6 1197.5, shall be subject to a penalty as follow:

7 (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each
8 employee.

9 (2) For each subsequent violation, or any willful or intentional violation, two hundred
10 dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount
11 unlawfully withheld.

12 ***FAILURE TO TIMELY PAY WAGES OWED AT SEPARATION***

13 84. Labor Code §§ 201 and 202 require Defendants to pay their employees all wages
14 due within seventy-two (72) hours of separation of employment.

15 85. Section 203 of the Labor Code provides that if an employer willfully fails to timely
16 pay such wages the employer must, as a penalty, continue to pay the subject employee’s wages
17 until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30
18 days of wages.

19 86. Plaintiff and Aggrieved Employees are entitled to compensation for all forms of
20 wages earned, including but not limited to minimum wages, overtime, and premium meal and rest
21 period compensation, but to date have not received such compensation, therefore entitling them to
22 Labor Code § 203 penalties.

23 87. In addition, irrespective of any derivative violation, Defendants failed to timely pay
24 Plaintiff and, upon information and belief, other Aggrieved Employees earned compensation at the
25 time of termination despite their obligations under Labor Code 201 and 202.

26 88. More than thirty (30) days have passed since affected Waiting Time SubAggrieved
27 Employees have left Defendants’ employ, and on information and belief, they have not received
28 payment pursuant to Labor Code § 203.

1 ***FAILURE TO REIMBURSE NECESSARY EXPENSES***

2 89. Labor Code § 2802 requires Defendants to indemnify Plaintiff and Aggrieved
3 Employees for necessary expenditures incurred in direct consequence of the discharge of his or
4 her duties.

5 90. Plaintiff and the members of the Aggrieved Group were required to incur expenses
6 in the performance of their assigned job duties.

7 91. Upon information and belief, the Defendants did not reimburse Plaintiff or the
8 Plaintiff's Aggrieved Group for such expenses.

9 ***KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED***
10 ***EMPLOYEE WAGE STATEMENT PROVISIONS***

11 92. Labor Code section 226(a) reads in pertinent part: "Every employer shall,
12 semimonthly or at the time of each payment of wages, furnish each of his or her employees, either
13 as a detachable part of the check, draft, or voucher paying the employee's wages, or separately
14 when wages are paid by personal check or cash, an accurate itemized statement in writing
15 showing (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions...
16 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
17 name of the employee and only the last four digits of his or her social security number or an
18 employee identification number other than a social security number, (8) the name and address of
19 the legal entity that is the employer, and (9) all applicable hourly rates in effect during each the
20 pay period and the corresponding number of hours worked at each hourly rate by the
21 employee....".

22 93. Further, the IWC Wage Orders require in pertinent part: Every employer shall
23 keep accurate information with respect to each employee including the following: (3) Time
24 records showing when the employee begins and ends each work period. Meal periods, split shift
25 intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the
26 payroll period and applicable rates of pay...."

27 94. Labor Code section 1174 of the California also requires Defendants to maintain
28 and preserve, in a centralized location, among other items, records showing the names and

1 addresses of all employees employed and payroll records showing the hours worked daily by, and
2 the wages paid to, its employees. On information and belief and based thereon, Defendants have
3 knowingly and intentionally failed to comply with Labor Code section 1174, including by
4 implementing the policies and procedures and committing the violations alleged in the preceding
5 causes of action and herein. Defendants' failure to comply with Labor Code section 1174 is
6 unlawful pursuant to Labor Code section 1175.

7 95. Defendants have failed to record many of the items delineated in applicable
8 Industrial Wage Orders and Labor Code section 226, and required under Labor Code section
9 1174, including by virtue of the fact that each wage statement which failed to accurately
10 compensate Plaintiff and Aggrieved Employees for all hours worked and for missed and non-
11 provided meal and rest periods, or which failed to include compensation for all minimum wages
12 earned or overtime hours worked, was an inaccurate wage statement. In addition, the wage
13 statements inaccurately stated totals hours worked and hours worked at each hourly wage rate.

14 96. On information and belief, Defendants failed to implement and preserve a lawful
15 record-keeping method to record all non-provided meal and rest periods owed to employees or all
16 hours worked, as required for Non-Exempt Employees under California Labor Code section 226
17 and applicable California Wage Orders. In order to determine if they had been paid the correct
18 amount and rate for all hours worked, Plaintiff and Aggrieved Employees have been, would have
19 been, and are compelled to try to discover the required information missing from their wage
20 statements and to perform complex calculations in light of the inaccuracies and incompleteness of
21 the wage statements Defendants provided to them.

22 97. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC
23 Wage Orders, Defendants did not and still do not furnish each of the members of the Aggrieved
24 Group with an accurate itemized statement in writing accurately reflecting all of the required
25 information. Here, Plaintiff asserts the Defendant omitted required information, failed to
26 accurately include all applicable hourly rates on the wage statements and the corresponding
27 number of hours worked at such rates or hours paid at such rates. In addition, Defendants have
28 failed to provide accurate itemized wage statements as a consequence of the above-specified

1 violations for failure to accurately pay all wages owed, accurately record all hours worked, and
2 failure to pay meal and rest period premiums as required by law.

3 98. Moreover, upon information and belief, as a pattern and practice, in violation of
4 Labor Code section 226(a) and the IWC Wage Orders, Defendants did not and do not maintain
5 accurate records pertaining to the total hours worked for Defendants by the members of the
6 Aggrieved Group, including but not limited to, beginning and ending of each work period, meal
7 period and split shift interval, the total daily hours worked, and the total hours worked per pay
8 period and applicable rates of pay.

9 99. Plaintiffs and the members of the Aggrieved Group have suffered injury as a result
10 of Defendants' failure to maintain accurate records for the members of the Aggrieved Group in
11 that the members of the Aggrieved Group were not timely provided written accurate itemized
12 statements showing all requisite information, such that the members of the Aggrieved Group were
13 misled by Defendants as to the correct information regarding various items, including but not
14 limited to total hours worked by the employee, net wages earned and all applicable hourly rates in
15 effect during the pay period and the corresponding number of hours worked at each hourly rate.

16 ***FAILURE TO KEEP ACCURATE RECORDS***

17 100. Plaintiff also contends that Defendants failed to keep accurate records as required
18 by Wage Order 1-2001, 9-2001, Labor Code 1174, and 1198.

19 101. IWC Wage Order 1-2001 and 9-2001 requires in pertinent part: every employer
20 shall keep accurate information with respect to each employee including the following: (3) Time
21 records showing when the employee begins and ends each work period. Meal periods, split shift
22 intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the
23 payroll period and applicable rates of pay..."

24 102. Labor Code section 1174 also requires Defendants to maintain and preserve, in a
25 centralized location, among other items, records showing the names and addresses of all employees
26 employed and payroll records showing the hours worked daily by, and the wages paid to, its
27 employees.

1 103. On information and belief and based thereon, Defendants have knowingly and
2 intentionally failed to comply with Labor Code section 1174, including by implementing the
3 policies and procedures and committing the violations alleges in the complaint, including without
4 limitation failing to keep records of meal periods and all wages earned at the proper rates.

5 104. Defendants' failure to comply with Labor Code section 1174 is unlawful pursuant
6 to Labor Code section 1175.

7 ***FAILURE TO PAY SICK LEAVE AT THE PROPER RATE***

8 105. Plaintiff also contends that Defendants failed to properly pay sick leave at the
9 regular rate.

10 106. Labor Code section 246(l) provides: for the purposes of this section, an employer
11 shall calculate paid sick leave using any of the following calculation: (1) Paid sick time for
12 nonexempt employees shall be calculated in the same manner as the regular rate of pay for the
13 workweek in which the employee uses paid sick time, whether or not the employee actually
14 works overtime in that workweek.

15 107. Here, in violation of Labor Code section 246, Defendant failed to pay sick leave at
16 the proper regular rate as it did not factor in all forms of compensation, including without
17 limitation bonuses, incentives, differentials, and all other forms of compensation.

18 **CAUSES OF ACTION**

19 **FIRST CAUSE OF ACTION**

20 **PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE**

21 **SECTION 2698 ET SEQ.**

22 **(By Plaintiff and the Aggrieved Employees Against Defendants)**

23 108. Plaintiff incorporates by reference each and every paragraph above, and realleges
24 each and every allegation contained above as though fully set forth herein.

25 109. On May 24, 2022, Plaintiff gave written notice by online submission to the LWDA
26 and by certified mail to Defendant of Defendants' violations of numerous provisions of the
27 California Labor Code and the IWC Wage Orders as alleged in this complaint. All fees were paid
28 as required by statute. A copy of the letter sent to the LWDA with enclosure is attached hereto as

1 **Exhibit A.**

2 110. Plaintiff is an “aggrieved employee” as defined in Labor Code Section 2699(a), as
3 he was employed by Defendants during the statutory period and suffered on or more of the Labor
4 Code violations set forth herein. He seeks to recover on behalf of himself and all other current
5 and former other aggrieved employees (hourly, nonexempt employees in California) of
6 Defendants the civil penalties provided by PAGA, plus reasonable attorneys’ fees and costs.

7 111. 65 days have passed and no response has been received from the LWDA.
8 Accordingly, the LWDA has permitted Plaintiff to proceed in a representative capacity.

9 112. Plaintiff has exhausted all administrative procedures required of them under Labor
10 Code §§2698, 2699 and 2699.3, and as a result, is justified as a matter of right in bringing
11 forward this cause of action.

12 113. Pursuant to Labor Code section 2699(a) Plaintiff seeks to recover civil penalties
13 for which Defendants are liable due to numerous Labor Code violations as set forth in this
14 Complaint.

15 114. Plaintiff seeks to recover the PAGA civil penalties through a representative action
16 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
17 Cal.4th 969. Class certification of the PAGA claims is not required.

18 115. Pursuant to Labor Code section 2698 et seq and 2699(a), Plaintiff seeks to recover
19 civil penalties for which Defendants are liable due to numerous Labor Code and Wage Order
20 violations as set forth in this Complaint.

21 116. Specifically, Plaintiff, on behalf of herself and the Aggrieved Employees, seek
22 penalties under Labor Code §2699, for, without limitation, the claims set forth herein, including:

- 23 a. Defendants’ failure to comply with the requirement of Labor Code §1182.12, 1194,
24 1197, 1198, and Wage Order 5-2001 to pay at least minimum wage for every hour
25 worked;
26 b. Defendants’ failure to comply with the requirement of Labor Code §510, 1194,
27 1197, 1198, and Wage Order 5-2001 to pay all wages earned including overtime
28 wages;

- 1 c. Defendants' failure to comply with the requirement of Labor Code §216 to pay
2 wages after demand was made;
- 3 d. Defendants' failure to comply with the requirement of Labor Code §§204 and 210
4 to pay, without condition and within the time set by the applicable article, all
5 wages, or parts thereof;
- 6 e. Defendants' failure to comply with the requirement of Labor Code §225.5 to pay
7 wages due;
- 8 f. Defendants' failure to comply with the requirement of Labor Code §§201 and 202
9 to pay wages due to former employees;
- 10 g. Defendants' failure to comply with the requirement of Labor Code §203 to pay
11 waiting time penalties to former employees;
- 12 h. Defendants' failure to comply with the requirement of Labor Code §226.7, 1198,
13 and IWC Wage Order 5-2001 to authorize and permit ten (10) minute rest breaks;
- 14 i. Defendants' failure to comply with the requirement of Labor Code §226.7, 1198,
15 and IWC Wage Order 5-2001 to pay one hour of premium pay for each statutorily
16 required rest break that was not authorized and permitted;
- 17 j. Defendants' failure to comply with the requirement of Labor Code §226.7, 512,
18 1198, and IWC Wage Order 5-2001 to provide timely, uninterrupted 30 minute off-
19 duty meal periods;
- 20 k. Defendants' failure to comply with the requirement of Labor Code §226.7, 1198,
21 and IWC Wage Order 5-2001 to pay one hour of premium pay for each lawful meal
22 break that was not provided;
- 23 l. Defendants' failure to provide accurate compliant wage statements under Labor
24 Code section 226;
- 25 m. Defendants' failure to maintain required records in violation of Labor Code § 226,
26 1174, and Wage Order 5-2001;
- 27 n. Defendants' failure to reimburse necessary expenses in violation of Labor Code §
28 2802;

- 1 o. Defendants' failure to pay sick pay at the proper rate in violation of Labor Code
2 §246(l).

3 117. Plaintiff seeks civil penalties for Defendants' violation of Labor Code provisions
4 for which a civil penalty is specifically provided, including but not limited to the following:

- 5 p. Pursuant to Labor Code § 210, for violations of Labor Code § 204, Defendants are
6 subject to a civil penalty in the amount of one hundred dollars (\$100) for the initial
7 violation for each failure to pay each employee and two hundred (\$200) per
8 employee for violations in subsequent pay periods plus 25% of the amount
9 unlawfully withheld.
- 10 q. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a), Defendants
11 are subject to a civil penalty in the amount of two hundred and fifty dollars (\$250)
12 per aggrieved employee for the initial pay period where a violation occurs and one
13 thousand dollars (\$1,000) per aggrieved employee for violations in subsequent pay
14 periods.
- 15 r. Pursuant to Labor Code § 558(a), "[a]ny employer or other person acting on behalf
16 of an employer who violates, or causes to be violated, a section of this chapter or
17 any provision regulating hours and days of work in any order of the Industrial
18 Welfare Commission," including Labor Code §§ 510 and 512, shall be subject to a
19 civil penalty, in addition to any other penalty provided by law, of fifty dollars (\$50)
20 for initial violations for each underpaid employee for each pay period for which the
21 employee was underpaid and one hundred dollars (\$100) for each subsequent
22 violation for each underpaid employee for each pay period for which the employee
23 was underpaid.
- 24 s. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),
25 Defendants are subject to a civil penalty of five hundred dollars (\$500).
- 26 t. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be paid to any
27 employee a wage less than the minimum fixed by an order of the commission, shall
28 be subject to a civil penalty as follows: for any initial violation that is intentionally

1 committed, one hundred dollars (\$100) for each underpaid employee for each pay
2 period for which the employee is underpaid; and for each subsequent violation of
3 the same offense, two hundred fifty dollars (\$250) for each underpaid employee for
4 each pay period for which the employee is underpaid regardless of whether the
5 initial violation was intentionally committed.

6 118. Further, as a result of the acts alleged hereinabove, Plaintiff seek penalties under
7 Labor Code §§2698 et seq. and 2699 because of Defendants' violation of numerous provisions of
8 the California Labor Code and IWC Wage Orders.

9 119. Under Labor Code §2699, Plaintiff and Aggrieved Non-Exempt Employees are
10 entitled to \$100 for any initial violation and \$200 for all subsequent violations of the above-
11 mentioned provisions of the California Labor Code.

12 120. Under Labor Code §2699, Plaintiff and Aggrieved Non-Exempt Employees should
13 be awarded twenty-five percent (25%) of all penalties due under California law, interest,
14 attorneys' fees and costs.

15 121. Under Labor Code §2699, the State of California should be awarded seventy-five
16 percent (75%) of the penalties due under California law.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- 19 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq. for the
20 violations specified above;
- 21 2. For penalties under Labor Code sections 204, 210, 226, 226.3, 246, 558, 1174.5, 1197.1,
22 and 2699(a) and (f);
- 23 3. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, 2802, California
24 Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-
25 judgment interest;
- 26
27
28

- 1 4. For reasonable attorneys' fees, expenses and costs under Labor Code §§1194, 226,
2 218.5, 2699, and/or Code of Civil Procedure §1021.5, and/or any other applicable
3 provisions providing for attorneys' fees and costs; and
4 5. For such other and further relief as the Court deems proper.

5
6 Respectfully submitted,

7
8 Dated: July 27, 2022


9 JAMES HAWKINS, APLC
10 James R. Hawkins, Esq.
Christina M. Lucio, Esq.

11 Attorneys for WAQAS N. BUTT, on behalf of himself
12 and all others similarly situated
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EXHIBIT A

JAMES *JH* HAWKINS
A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

May 24, 2022

VIA Online Filing (LWDA) and Certified Mail (Employer)

California Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

9W Halo Western OPCO, L.P.
1901 S. Meyers Rd., #630
Oakbrook Terrace, IL 60181-5210
Certified Mail Receipt:
7021 0950 0000 7376 7174

9W Halo Western OPCO, L.P.
Agent for Service of Process:
CT Corporation System
330 N. Brand Blvd., Suite 700
Glendale, California 91203
Certified Mail Receipt:
7021 0950 0000 7376 7167

Re: NOTICE PURSUANT TO LABOR CODE SECTION 2698 et seq.

To Whom It May Concern:

PLEASE TAKE NOTICE that Plaintiff Waqas N. Butt, on behalf of himself and all others similarly situated, hereby give NOTICE of his Complaint pursuant to Labor Code Sections 2698, *et seq.* against Defendant 9W Halo Western OPCO, L.P. a Delaware limited liability company, doing business as Angelica Textile Services (“Defendant” or “9W Halo”); and DOES 1 through 50, inclusive. Plaintiff intends to commence an action against Defendants pursuant to Labor Code section 2698 *et seq.* Plaintiff hereby gives written notice by online submission to the Labor and Workforce Development Agency, and by certified mail to Defendant 9W Halo Western OPCO, L.P. via their agents for service of process.

Plaintiff was employed by Defendant as an hourly, non-exempt employee. Plaintiff began his employment with Defendant September 2015 and continued such employment through May 2021. During the relevant time, Plaintiff worked in production, distribution, and as a Doc Coordinator at various times for Defendant the State of California.

The group of aggrieved employees that Plaintiff seeks to represent is a group of non-exempt employees working for Defendant in the State of California during the relevant time period (“Aggrieved Employees”).

Plaintiff has attached his Class Action Complaint, and incorporates the allegations in the Complaint as though fully set forth herewith, setting out the specific provisions of the Labor Code that Plaintiff alleges have been violated, including the facts and relevant theories alleged against Defendants in the Complaint.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Plaintiff has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees working for Defendants at their locations in the State regardless of their classification, job title, locations, or whether they were hired directly or through a labor contractor or staffing agency.

Plaintiff also contends that Defendants failed to keep accurate records as required by Wage Order 7-2001, Labor Code 1174, and 1198. IWC Wage Order 1-2001 and 9-2001 requires in pertinent part: every employer shall keep accurate information with respect to each employee including the following: (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the payroll period and applicable rates of pay...” Labor Code section 1174 also requires Defendants to maintain and preserve, in a centralized location, among other items, records showing the names and addresses of all employees employed and payroll records showing the hours worked daily by, and the wages paid to, its employees. On information and belief and based thereon, Defendants have knowingly and intentionally failed to comply with Labor Code section 1174, including by implementing the policies and procedures and committing the violations alleged in the complaint, including without limitation failing to keep records of meal periods and all wages earned at the proper rates. Defendants’ failure to comply with Labor Code section 1174 is unlawful pursuant to Labor Code section 1175.

Plaintiffs also contend that Defendants failed to properly pay sick leave at the regular rate. Labor Code section 246(l) provides: For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations: (1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek. Here, in violation of Labor Code section 246, Defendant failed to pay sick leave at the proper regular rate as it did not factor in all forms of compensation, including without limitation bonuses, incentives, differentials, and all other forms of compensation.

All Labor Code and related Complaint allegations pertain to all entities or individuals names in the Complaint, even if not so specified.

Please advise by certified mail within sixty-five (65) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and please contact me if you have any questions or require additional information.

Very Truly Yours,

/s/ Christina M. Lucio

Christina M. Lucio, Esq.

Enclosure: Class Action Complaint

James R. Hawkins (SBN 192925)
Christina M. Lucio (SBN 253677)
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9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200
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James@Jameshawkinsaplc.com
Christina@Jameshawkinsaplc.com

Attorneys for Plaintiff Waqas N. Butt,
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

WAQAS N. BUTT, individually and on
behalf of himself and all others similarly
situated,

Plaintiff,

v.

9W HALO WESTERN OPCO, L.P., a
Delaware limited liability company, doing
business as ANGELICA TEXTILE
SERVICES; and DOES 1-50, inclusive,

Defendants.

Case No.

COMPLAINT

Assigned for All Purposes To:

Hon.

Dept.:

COMPLAINT FOR DAMAGES FOR:

- 1) Failure to Pay Minimum Wages;**
- 2) Failure to Pay Overtime Owed;**
- 3) Failure to Provide Lawful Meal Periods;**
- 4) Failure To Authorize And Permit Rest Periods;**
- 5) Failure to Timely Pay Wages During Employment**
- 6) Failure to Timely Pay Wages Owed Upon Separation From Employment;**
- 7) Failure to Reimburse Necessary Expenses;**
- 8) Knowing and Intentional Failure to Comply with Itemized Wage Statement Provisions;**
- 9) Violation of the Unfair Competition Law;**

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff WAQAS N. BUTT (“Plaintiff”), individually and on behalf of others similarly situated, and asserts claims against defendants 9W HALO WESTERN OPCO, L.P., a Delaware limited liability company, doing business as ANGELICA TEXTILE SERVICES; and DOES 1-50, inclusive (collectively “Defendants” or “9W Halo”) as follows:

INTRODUCTION

1. This is a Class Action, pursuant to California Code of Civil Procedure section 382, on behalf of Plaintiff and any and all persons who are or were employed by Defendants, either directly or indirectly, in the State of California at any time from four years prior to the filing of this Complaint through resolution or trial of the matter. (“Class Members” or “Non-Exempt Employees”).)

2. Defendants implemented uniform policies and practices that deprived Plaintiff and Class Members of earned wages, including minimum wages; straight time wages; overtime wages; premium wages; lawful meal and/or rest breaks; reimbursement for necessary expenses; and timely payment of wages.

3. Such actions and policies, as described above and further herein, were and continue to be in violation of the California Labor Code. Plaintiff, on behalf of himself and all Class members, bring this action pursuant to the California Labor Code, including sections 201, 202, 203, 204, 218.5, 218.6, 221-224, 226, 226.3, 226.7, 245-249, 510, 512, 516, 558, 1174, 1194, 1194.2, 1195, 1197, 1198, 2802, applicable IWC California Wage Orders and California Code of Regulations, Title 8, section 11000 *et seq.*, seeking unpaid wages, unpaid meal and rest period compensation, unreimbursed expenses, penalties, liquidated damages, and reasonable attorneys’ fees and costs.

4. Plaintiff, on behalf of himself and others similarly situated, pursuant to Business and Professions Code sections 17200-17208, also seek restitution from Defendants for their failure to pay to Plaintiffs and Class Members all of their wages, including overtime and premium wages.

JURISDICTION AND VENUE

5. This action is brought as a Class Action on behalf of Plaintiff and similarly situated

1 employees of Defendants pursuant to California Code of Civ. Proc. Section 382. The monetary
2 damages and restitution sought by Plaintiff exceeds the minimum jurisdiction limits of the
3 California Superior Court and will be established according to proof at trial.

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

8 7. This Court has jurisdiction over this Action pursuant to California Code of Civil
9 Procedure, Section 410.10 and California Business & Professions Code, Section 17203.

10 8. This Court has jurisdiction over Defendants because, upon information and belief,
11 each Defendant is either a resident of California, has sufficient minimum contacts in California, or
12 otherwise intentionally avails itself of the California market so as to render the exercise of
13 jurisdiction over them by the California Courts consistent with traditional notions of fair play and
14 substantial justice. Defendants have done and are doing business throughout California and
15 Sacramento County.

16 9. The unlawful acts alleged herein have a direct effect on Plaintiff and the other
17 similarly situated Non-Exempt Employees within Sacramento County and it is believed that
18 Defendants have employed hundreds of Class Members as Non-Exempt Employees in Sacramento
19 County.

20 10. The California Superior Court also has jurisdiction in this matter because the
21 individual claims of the Class Members described herein are presently believed to be under the
22 seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for Federal Court and the
23 aggregate potential damages and recovery by all of the claims of the Plaintiff's Class, including
24 attorneys' fees, placed in controversy by Plaintiff's class-wide claims, is presently believed to be
25 under the five million dollar (\$5,000,000.00) threshold of the Class Action Fairness Act of 2005.
26 Further, there is no federal question at issue, as the issues herein are based solely on California
27 statutes and law, including the Labor Code, IWC Wage Orders, the California Code of Civil
28 Procedure, the California Civil Code, and the California Business and Professions Code.

11. Venue is proper in this Court because one or more of the Defendants reside, transact business, or have offices in this County, Plaintiff is a resident of this County, and the acts or omissions alleged herein took place in this County.

PARTIES

12. Defendant 9W Halo Western OPCO, L.P. is a Delaware limited liability company doing business as Angelica Textile Services, in the state of California. It is based at 1901 S. Meyers Rd. #630, Oakbrook Terrace, IL 60181-5210.

13. Upon information and belief, 9W Halo employs Non-Exempt Employees, like Plaintiff, throughout the State of California.

14. Plaintiff Waqas N. Butt is and during the liability period has been, a resident of California.

15. Plaintiff was employed in an hourly, non-exempt position by Defendants during the relevant time period.

16. At various times during the relevant period, Plaintiff worked in production, distribution and was a doc coordinator.

17. Plaintiff and the members of the putative class were employed as hourly paid employees employed by Defendants in the State of California at any time from four years prior to the filing of this Complaint.

18. Whenever in this complaint reference is made to any act, deed, or conduct of Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through one or more of Defendants' officers, directors, agents, employees, or representatives, who was actively engaged in the management, direction, control, or transaction of the ordinary business and affairs of Defendants.

19. The true names and capacities of Defendants, whether individual, corporate, associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sue Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

20. Plaintiff is informed and believes, and thereon allege, that the Doe Defendants are the partners, agents, or principals and co-conspirators of Defendants and of each other; that Defendants and the Doe Defendants performed the acts and conduct herein alleged directly, aided and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the liability of the Defendants as alleged herein.

21. Plaintiff is further informed and believes, and thereon allege, that at all times material herein, each Defendant was completely dominated and controlled by its co-Defendants and each was the alter ego of the other. Whenever and wherever reference is made in this complaint to any conduct by Defendant or Defendants, such allegations and references shall also be deemed to mean the conduct of each of the Defendants, acting individually, jointly, and severally. Whenever and wherever reference is made to individuals who are not named as Defendants in this complaint, but were employees and/or agents of Defendants, such individuals, at all relevant times acted on behalf of Defendants named in this complaint within the scope of their respective employments.

FACTUAL ALLEGATIONS

22. During the relevant time frame, Defendants compensated Plaintiff and the Non-Exempt Employees based upon an hourly wage.

23. Plaintiff and the Class Members were, and at all times pertinent hereto, have been non-exempt employees within the meaning of the California Labor Code, and the implementing rules and regulations of the IWC California Wage Orders. They are subject to the protections of the IWC Wage Orders and the Labor Code.

24. During the relevant time, Plaintiff was employed by Defendants in an hourly, non-exempt position. He worked approximately 5-6 days per week, 50+ hours per week.

25. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements of California's wage and employment laws.

26. All Class Members are similarly situated in that they are all subject to Defendants'

1 uniform policies and systemic practices as specified herein.

2 27. Plaintiff and the Class Members were required to clock in at the beginning of their
3 shifts, clock out for lunch, in at the end of their lunch periods and out at the end of their shifts.
4 However, Plaintiff and the Class Members were not paid for all hours worked because employees
5 were often required to work off the clock.

6 28. By way of example only, Plaintiff and, upon information and belief, the Class
7 Members were required to use their personal cell phones for work related communications
8 outside of their scheduled work hours. Plaintiff and Class Members were not compensated for
9 this time.

10 29. In addition, Plaintiff and, upon information and belief, the Class Members were
11 required to remain on premises and perform functions during purported meal periods, but were
12 not paid for such hours worked.

13 30. In addition, Plaintiff and the Class Members worked in excess of eight (8) hours in
14 day and/or over forty (40) hours in a workweek, but were not properly paid for such time at a rate
15 of time and one-half the employee's regular rate of pay per hour.

16 31. Upon information and belief, Defendants failed to incorporate all forms of non-
17 discretionary compensation into the regular rate, including differentials, gift cards and incentives.

18 32. Plaintiff and the Class Members were regularly required to work shifts in excess of
19 five hours without being provided a lawful meal period and, on occasion, over ten hours in a day
20 without being provided a second lawful meal period as required by law.

21 33. Indeed, during the relevant time, as a consequence of Defendants' scheduling
22 practices, work demands, and Defendants' policies and practices, Defendants frequently failed to
23 provide Plaintiff and the Class Members timely, legally complaint uninterrupted 30-minute meal
24 periods as required by law. Not only were Plaintiff's and the Class Members' first meal breaks
25 frequently not provided, untimely or short, but also Plaintiff and the Class Members were not
26 provided a second meal period when working shifts in excess of 10 hours and in excess of 12
27 hours.

28 34. On information and belief, Plaintiff and Class Members did not waive their rights

1 to a second meal period.

2 35. Despite the above-mentioned meal period violations, Defendants failed to
3 compensate Plaintiff, and on information and belief, failed to compensate Class Members, one
4 additional hour of pay at their regular rate as required by California law when meal periods were
5 not timely or lawfully provided in a compliant manner.

6 36. Plaintiff is informed and believes, and thereon alleges, that Defendants know,
7 should know, knew, and/or should have known that Plaintiff and the other Class Members were
8 entitled to receive accurate premium wages under Labor Code §226.7 but were not receiving
9 accurately calculated compensation.

10 37. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
11 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
12 period for every four hours worked or major fraction thereof, which is a violation of the Labor
13 Code and IWC wage order.

14 38. Defendants maintained and enforced scheduling practices, policies, and imposed
15 work demands that frequently required Plaintiff and Class Members to forego their lawful, paid
16 rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
17 requisite rest periods were not timely authorized and permitted.

18 39. Despite the above-mentioned rest period violations, Defendants did not
19 compensate Plaintiff, and on information and belief, did not pay Class Members one additional
20 hour of pay at their regular rate as required by California law, including Labor Code section 226.7
21 and the applicable IWC wage order, for each day on which lawful rest periods were not
22 authorized and permitted.

23 40. In addition, Plaintiff and the Class Members were required to remain on premises
24 during purported meal and rest periods.

25 41. Further, Plaintiff and the Class Members were required to carry cellular phones or
26 other communications devices during meal and rest periods, and were required to remain
27 available. Meal and rest periods were frequently interrupted as a consequence.

28 42. Moreover, Plaintiff and the Class Members were required to incur necessary

1 expenses in the discharge of their duties, including for cellular phone related costs, but were not
2 reimbursed for such costs.

3 43. Defendants also failed to provide accurate, lawful itemized wage statements to
4 Plaintiff and the Class Members in part because of the above specified violations.

5 44. Defendants have also made it difficult to determine applicable rates of pay and
6 account with precision for the unlawfully withheld wages and deductions due to be paid to Non-
7 exempt Employees, including Plaintiff, during the liability period because they did not implement
8 and preserve a lawful record-keeping method to record all hours worked, and non-provided rest
9 and meal periods owed to employees as required for non-exempt employees by 29 U.S.C. section
10 211(c), California Labor Code section 226, and applicable California Wage Orders.

11 45. Plaintiff is informed and believes, and thereon alleges, that at all times herein
12 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
13 thereof for resignations without prior notice as the case may be) they had a duty to accurately
14 compensate Plaintiffs and Class Members for all wages owed including straight time, overtime,
15 meal and rest period premiums, and that Defendants had the financial ability to pay such
16 compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part
17 because of the above-specified violations.

18 46. Plaintiff and the Class Members are covered by applicable California IWC Wage
19 Orders and corresponding applicable provisions of the California Code of Regulations, Title 8,
20 section 11000 *et seq.*

21 **CLASS ACTION ALLEGATIONS**

22 47. Plaintiff brings this action on his own behalf, as well as on behalf of each and every
23 other person similarly situated, and thus, seeks class certification under California Code of Civil
24 Procedure §382.

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

27 49. The proposed class is comprised of and defined as: **all persons who are or were**
28 **employed by the Defendants as hourly paid, non-exempt employees in the State of California**

1 **at any time from four years prior to the filing of this action through resolution or trial of the**
2 **matter.** (hereinafter collectively referred to as the “Class” or “Class Members”).

3 50. Plaintiff also seeks to represent Subclasses included in the Plaintiff’s Class, which
4 are composed of Class Members satisfying the following definitions:

5 a. All Class Members who were not paid at least minimum wage for all hours
6 worked (collectively “**Minimum Wage Subclass**”);

7 b. All Class Members who were not accurately paid overtime for hours worked
8 over eight in a day or over forty in a workweek (collectively “**Overtime Subclass**”);

9 c. All Class Members who worked more than five (5) hours in a workday and
10 were not provided with a timely, uninterrupted lawful meal period of net thirty (30) minutes, and
11 were not paid compensation of one hour premium wages at the employee’s regular rate in lieu
12 thereof (hereinafter collectively referred to as the “**First Meal Period Subclass**”);

13 d. All Class Members who worked more than ten hours in a workday and were
14 not provided with a timely, uninterrupted lawful second meal period of thirty (30) minutes, and
15 were not paid compensation of one hour premium wages at the employee’s regular rate in lieu
16 thereof (hereinafter collectively referred to as the “**Second Meal Period Subclass**”);

17 e. All Class Members who worked more than three and a half hours in a
18 workday and were not authorized and permitted to take a net 10-minute rest period for every four
19 (4) hours or major fraction thereof worked per day and were not paid compensation of one hour
20 premium wages at the employee’s regular rate in lieu thereof (hereinafter collectively referred to
21 as the “**Rest Period Subclass**”);

22 f. All Class Members who were not reimbursed for all necessary expenditures
23 (collectively “**Indemnification Subclass**”);

24 g. All Class Members who did not receive all owed wages at time of separation
25 or within 72 hours in the case of resignation (hereinafter collectively referred to as the “**Waiting**
26 **Time Subclass**”);

27 h. All Class Members who were not provided with accurate and complete
28 itemized wage statements (hereinafter collectively referred to as the “**Inaccurate Wage Statement**”);

1 **Subclass”);**

2 i. All Class Members who were employed by Defendants and subject to
3 Defendant’s Unfair Business Practices (hereinafter collectively referred to as the “**Unfair Business**
4 **Practices Subclass**”).

5 51. Plaintiff reserves the right, under Rule 3.765, California Rules of Court, to amend
6 or modify the descriptions of the Class and Subclasses to provide greater specificity as appropriate,
7 or if it should be deemed necessary by the Court or to further divide the Class Members into
8 additional Subclasses or to limit the Subclasses to particular issues. Any reference herein to the
9 Class Members or the Plaintiffs’ Class includes the members of each of the Subclasses.

10 52. As set forth in further detail below, this action has been brought and may properly
11 be maintained as a class action under the provisions of section 382 of the Code of Civil Procedure
12 because there is a well-defined community of interest in the litigation, and the proposed Class and
13 Subclasses are easily ascertainable through Defendants’ records.

14 a. Numerosity: The members of the Class and Subclasses are so numerous that
15 joinder of all members of the Class and Subclasses would be unfeasible and impractical. The
16 membership of the entire Class and Subclasses is unknown to Plaintiff at this time, however, the
17 Class is estimated to be hundreds of individuals. Accounting for employee turnover during the
18 relevant periods necessarily increases this number substantially. Plaintiff alleges Defendants’
19 employment records would provide information as to the number and location of all Class
20 Members. Joinder of all members of the proposed Class is not practicable.

21 b. The proposed class is easily ascertainable. The number and identity of the
22 class members are determinable from Defendants’ payroll records and time records for each class
23 member.

24 c. Commonality: There are common questions of law and fact as to the Class
25 and Subclasses that predominate over questions affecting only individual Class Members. These
26 common questions of law and fact include, without limitation:

27 1. Whether Defendants accurately paid Class Members for all hours worked;
28

- 1 2. Whether Defendants knew or should have known that Class Members were
2 required to perform work off the clock;
- 3 3. Whether Defendants accurately calculated and paid all Class Members
4 overtime premiums for the hours which Plaintiff and Class Members worked
5 in excess of eight (8) hours per day and/or forty (40) hours per week;
- 6 4. Whether Defendants accurately paid employees double time for hours
7 worked in excess of 12 hours in one day or for work over 8 hours in a day
8 on the seventh day of work in a workweek;
- 9 6. Whether Defendants had a policy and practice of providing lawful, timely
10 meal periods in accordance with Labor Code § 512, as well as the applicable
11 Industrial Welfare Commission (“IWC”) wage order;
- 12 7. Whether Defendants had a policy and practice of complying with Labor
13 Code section 226.7 and IWC Wage Order on each instance that a lawful,
14 timely 30-minute uninterrupted meal period was not provided;
- 15 8. Whether Defendants failed to authorize and permit a lawful, net 10-minute
16 rest period to the Class Members for every four (4) hours or major fraction thereof worked;
- 17 9. Whether Defendants required employees to remain on the premises during
18 rest periods;
- 19 10. Whether Defendants had a policy and practice of complying with Labor
20 Code section 226.7 and the IWC Wage Order on each instance that a lawful rest period was not
21 provided;
- 22 11. Whether Defendants failed to timely pay all wages upon separation in
23 accordance with Labor Code sections 201-202;
- 24 12. Whether Defendants failed to reimburse employees for necessary expenses
25 in accordance with Labor Code section 2802;
- 26 13. Whether Defendants omitted required information from itemized wage
27 statements;
- 28

1 14. Whether Defendants failed to maintain accurate records of Class Members'
2 earned wages, work periods, meal periods and deductions;

3 15. Whether Defendants engaged in unfair competition in violation of section
4 17200 et seq. of the Business and Professions Code;

5 16. Whether Defendants' conduct was willful and/or reckless;

6 17. Whether Defendants failed to provide accurate itemized wage statements in
7 violation of Labor Code § 226; and

8 18. The appropriate amount of damages, restitution, and/or monetary penalties
9 resulting from Defendants' violations of California law.

10 d. Typicality: Plaintiff is qualified to, and will fairly and adequately protect
11 the interests of each member of the Class and Subclasses with whom he has a well-defined
12 community of interest. Plaintiff's claims herein alleged are typical of those claims which could be
13 alleged by any member of the Class and/or Subclasses, and the relief sought is typical of the relief
14 which would be sought by each member of the Class and/or Subclasses in separate actions. All
15 members of the Class and/or Subclasses have been similarly harmed by Defendants' failure to
16 provide lawful meal and rest periods, failure to reimburse expenses, failure to provide accurate
17 wage statements, failure to timely pay wages at termination, failure to pay minimum wages,
18 rounding practices, and failure to accurately pay all wages earned including all owed premium and
19 overtime wages, all due to Defendants' policies and practices that affected each member of the
20 Class and/or Subclasses similarly. Further, Defendants benefited from the same type of unfair
21 and/or wrongful acts as to each member of the Class and/or Subclasses.

22 e. Adequacy: Plaintiff is qualified to, and will fairly and adequately protect the
23 interests of each member of the Class and/or Subclasses with whom he has a well-defined
24 community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that
25 he has an obligation to make known to the Court any relationships, conflicts, or differences with
26 any member of the Class and/or Subclasses, and no such relationships or conflicts are currently
27 known to exist. Plaintiff's attorneys and the proposed counsel for the Class and Subclasses are
28 versed in the rules governing class action discovery, certification, litigation, and settlement and

1 experienced in handling such matters. Other former and current employees of Defendants may also
2 serve as representatives of the Class and Subclasses if needed.

3 f. Superiority: The nature of this action makes the use of class action
4 adjudication superior to other methods. A class action will achieve economies of time, effort,
5 judicial resources, and expense, which would not be achieved with separate lawsuits. The
6 prosecution of separate actions by individual members of the Class and/or Subclasses would create
7 a risk of inconsistent and/or varying adjudications with respect to the individual members of the
8 Class and/or Subclasses, establishing incompatible standards of conduct for the Defendants, and
9 resulting in the impairment of the rights of the members of the Class and/or Subclasses and the
10 disposition of their interests through actions to which they were not parties. Thus, a class action is
11 superior to other available means for the fair and efficient adjudication of this controversy because
12 individual joinder of all Class Members is not practicable, and questions of law and fact common
13 to the Class predominate over any questions affecting only individual Class Members. Each
14 member of the Class has been damaged and is entitled to recovery by reason of Defendants'
15 unlawful policies and practices that affected each member of the Class and/or Subclasses similarly.
16 Class action treatment will allow those similarly situated persons to litigate their claims in the
17 manner that is most efficient and economical for both parties and the judicial system. Plaintiff is
18 unaware of any difficulties that are likely to be encountered in the management of this action that
19 would preclude its maintenance as a class action.

20 g. Public Policy Considerations: Employers in the state of California violate
21 employment and labor laws every day. However, current employees are often afraid to assert their
22 rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions
23 because they believe their former employers may damage their future endeavors through negative
24 references and/or other means. The nature of this action allows for the protection of current and
25 former employees' rights without fear of retaliation or damage. Additionally, the citizens of
26 California have a significant interest in ensuring employers comply with California's labor laws
27 and in ensuring those employers who do not are prevented from taking further advantage of their
28 employees.

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1 Defendants fully and timely pay its non-exempt, hourly employees all wages earned and due for all
2 hours worked.

3 61. The IWC Wage Orders define “hours worked” as “the time during which an
4 employee is subject to the control of an employer, and includes all the time the employee is suffered
5 or permitted to work, whether or not required to do so.”

6 62. At all times relevant, Plaintiff and Class Members consistently worked hours for
7 which they were not paid because Defendants frequently required Plaintiff and the Class Members
8 to work off the clock.

9 63. Plaintiff is informed and believes that Defendants were aware that Plaintiff and the
10 Class Members were working off the clock and that they should have been paid for this time.

11 64. Defendant’s policy and practice of not paying all minimum wages violates
12 California Labor Code sections 204, 210, 216, 558, 1182.12, 1194, 1197, 1197.1, 1198, and the
13 applicable wage order 1-2001 and 9-2001.

14 65. Due to Defendants’ violations of the California Labor Code and wage orders,
15 Plaintiff and the Minimum Wage Subclass members are entitled to recover from Defendant their
16 unpaid wages, statutory penalties, reasonable attorneys’ fees and costs in this action, and pre-
17 judgment and post-judgment interest, as well as liquidated damages.

18
19 **SECOND CAUSE OF ACTION**
20 **FAILURE TO PAY OVERTIME OWED**

21 **(By Plaintiff and the Class Against All Defendants)**

22 66. Plaintiff incorporates each and every allegation set forth in all of the foregoing
23 paragraphs as if fully set forth herein.

24 67. During all relevant periods, Defendant required Plaintiff and the Class members to
25 work shifts in excess of eight (8) hours per workday and/or to work in excess of forty (40) hours
26 per workweek.

27 68. During all relevant periods, both the California Labor Code sections 1194, 1197,
28 510, 1198, and the pertinent wage order 1-2001 and 9-2001 required that all work performed by an

1 employee in excess of eight (8) hours in any workday, on the seventh day of work in any workweek,
2 or in excess of forty (40) hours in any workweek be compensated at one and one-half (1.5) times
3 the employee's regular rate of pay. Any work in excess of twelve (12) hours in one (1) day is
4 required to be compensated at the rate of no less than twice the regular rate of pay for an employee.
5 In addition, any work in excess of eight (8) hours on any seventh (7th) day of a workweek is
6 required to be compensated at the rate of no less than twice the regular rate of pay of an employee.

7 69. During all relevant periods, Defendants had a uniform policy of requiring Plaintiff
8 and the Class members to work in excess of eight (8) hours in a workday and/or in excess of forty
9 (40) hours in a workweek without compensating them at a rate of one and one-half (1.5) times their
10 regular rate of pay. Upon information and belief, Defendants also failed to properly compensate
11 Plaintiff and the Class Members for hours worked in excess of twelve (12) hours in one (1) day, or
12 eight (8) hours on the seventh (7th) day of a workweek.

13 70. The IWC Wage Orders define "hours worked" as "the time during which an
14 employee is subject to the control of an employer, and includes all the time the employee is suffered
15 or permitted to work, whether or not required to do so."

16 71. At all times relevant, Plaintiff and Class Members consistently worked hours for
17 which they were not paid because Plaintiff and the Class Members were required to work off the
18 clock—some of these hours were over eight (8) hours in one (1) workday or in excess of forty (40)
19 hours in a workweek and should have been paid at the overtime rate.

20 72. Plaintiff is informed and believes that Defendants were aware that Plaintiff and the
21 Class Members were working off the clock and that they should have been paid for this time.

22 73. In addition, upon information and belief, Defendants failed to incorporate all forms
23 of compensation, including without limitation bonuses, differentials, and incentives, into the
24 regular rate for overtime purposes.

25 74. As a result, Defendants failed to pay Plaintiff and the Class members earned
26 overtime wages and such employees suffered damages as a result.

27 75. Defendants knew or should have known Plaintiffs and the Class Members were
28 undercompensated as a result of these practices.

1 76. Due to Defendant's violations of the California Labor Code, Plaintiff and the Class
2 members are entitled to recover from Defendants their unpaid overtime wages, reasonable
3 attorneys' fees and costs in this action, and pre-judgment and post-judgment interest, statutory
4 penalties, and liquidated damages.

5
6 **THIRD CAUSE OF ACTION**

7 **FAILURE TO PROVIDE LAWFUL MEAL PERIODS**

8 **(By Plaintiff and the Meal Period Subclasses Against All Defendants)**

9 77. Plaintiff incorporates by reference and realleges each and every allegation contained
10 above, as though fully set forth herein.

11 78. Pursuant to Labor Code § 512, no employer shall employ an employee for a work
12 period of more than five (5) hours without providing a meal break of not less than thirty (30)
13 minutes in which the employee is relieved of all of his or her duties, except that when a work period
14 of not more than six (6) hours will complete the day's work the meal period may be waived by
15 mutual consent of the employer and employee.

16 79. For the four (4) years preceding the filing of this lawsuit, Defendants failed to
17 provide Plaintiff and Class Members timely and uninterrupted first meal periods of not less than
18 thirty (30) minutes within the first five hours of a shift.

19 80. As a consequence of Defendants' policies and practices, requirements, demands,
20 coverage and staffing, Plaintiff and the Class Members were often required to forego such meal
21 periods, take shortened meal periods, and/or commence their meal periods into and beyond the
22 sixth hour of their shifts.

23 81. In addition, Plaintiff and, upon information and belief, the Class Members were
24 required to remain on premises during purported meal periods.

25 82. Further Plaintiff and the Class Members were required to carry cellular phones or
26 other communications devices during meal and rest periods, and were required to remain
27 available. Meal and rest periods were frequently interrupted as a consequence.

28 83. Upon information and belief, Plaintiff and the Class Members were not paid one

1 hour of pay at their regular rate for each day that a meal period was not lawfully provided.

2 84. Moreover, as a matter of policy and practice, upon information and belief, the Class
3 members were also not provided second meal periods on days when shifts exceeded ten hours (and
4 twelve hours), nor were they provided premium wages in lieu of a second meal period. On
5 information and belief, Plaintiff and the Class Members did not waive their rights to a second meal
6 period on shifts in excess of ten hours.

7 85. As a proximate result of the aforementioned violations, Plaintiff and the Class
8 Members have been damaged in an amount according to proof at time of trial.

9 86. Pursuant to Labor Code § 226.7, Plaintiff and Class Members are entitled to recover
10 one (1) hour of premium pay for each day in which a meal period violation occurred. They are also
11 entitled to recover reasonable attorneys' fees, cost, interest, and penalties as applicable.

12 87. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek to
13 represent have been deprived of premium wages in amounts to be determined at trial, and are
14 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,
15 under Labor Code sections 218.6, 226.7, 512 and the applicable IWC Wage Orders, and Civil Code
16 section 3287.

17 **FOURTH CAUSE OF ACTION**

18 **FAILURE TO AUTHORIZE AND PERMIT LAWFUL REST PERIODS**

19 **(By Plaintiff and the Rest Period Subclasses Against All Defendants)**

20 88. Plaintiff incorporates by reference and realleges each and every allegation contained
21 above, as though fully set forth herein.

22 89. Pursuant to the IWC wage orders applicable to Plaintiff's and Class Members'
23 employment by Defendants, "Every employer shall authorize and permit all employees to take rest
24 periods, which insofar as practicable shall be in the middle of each work period.... [The] authorized
25 rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net
26 rest time per four (4) hours worked or major fraction thereof.... Authorized rest period time shall
27 be counted as hours worked, for which there shall be no deduction from wages."
28

1 90. Labor Code §226.7(a) prohibits an employer from requiring any employee to work
2 during any rest period mandated by an applicable order of the IWC.

3 91. Defendants were required to authorize and permit employees such as Plaintiff and
4 Class Members to take rest periods during shifts in excess of 3.5 hours, based upon the total hours
5 worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof,
6 with no deduction from wages.

7 92. Despite said requirements of the IWC wage orders applicable to Plaintiff's and Class
8 Member's employment with Defendants, Defendants failed and refused to authorize and permit
9 Plaintiff and Class Members to take lawful, net ten (10) minute rest periods for every four (4) hours
10 worked, or major fraction thereof. Such rest breaks, when provided, were frequently untimely or
11 less than net ten minutes because of the work requirements imposed by Defendants, and frequent
12 calls during rest periods.

13 93. In addition, as detailed above, Plaintiff and the Class Members were required to
14 remain on premises during purported rest periods.

15 94. In addition, Plaintiff and the Class Members were required to carry cellular phones
16 or other communications devices during meal and rest periods, and were required to remain
17 available. Meal and rest periods were frequently interrupted as a consequence.

18 95. Defendants did not pay Plaintiff one additional hour of pay at his regular rate of pay
19 for each day that a rest period violation occurred. On information and belief, the other members of
20 the Class endured similar violations as a result of Defendants' rest period policies and practices and
21 Defendant did not pay said Class Members premium pay as required by law.

22 96. By their failure to authorize and permit Plaintiff and the Class Members to take a
23 lawful, net ten (10) minute rest period free from work duties every four (4) hours or major fraction
24 thereof worked, including failure to provide two (2) total rest periods on six to ten hour shifts and
25 three (3) total ten (10) minute rest periods on days on which Plaintiff and the other Class Members
26 work(ed) work a third rest period for shifts in excess of ten (10) hours, and by their failure to provide
27 compensation for such unprovided rest periods as alleged herein, Defendants willfully violated the
28 provisions of Labor Code sections 226.7 and the applicable IWC Wage Order(s).

97. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 218.6, 226.7, the applicable IWC Wage Orders, and Civil Code 3287.

FIFTH CAUSE OF ACTION

FAILURE TO TIMELY PAY WAGES DUE AND PAYABLE DURING

EMPLOYMENT

(By Plaintiff and the Class Against All Defendants)

98. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

99. Labor Code section 204 requires that all wages are due and payable twice in each calendar month.

100. The wages required by Labor Code §§ 226.7, 510, 1194 and other sections became due and payable to each employee in each month that he or she was not provided with a meal period or rest period or paid minimum wage, straight or overtime wages to which he or she was entitled.

101. Defendants violated Labor Code § 204 by systematically refusing to pay wages due under the Labor Code.

102. Labor Code section 210 (a) provides that “In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty as follow:

(1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.

(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

103. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to represent have been deprived of wages in amounts to be determined at trial, and are entitled to recovery of such amounts, penalties, plus interest thereon, attorneys fees, and costs, pursuant to Labor Code § 210, 218.5, 218.6, 510, 1194.

SIXTH CAUSE OF ACTION

FAILURE TO TIMELY PAY WAGES OWED AT SEPARATION

(By Plaintiff and the Waiting Time Subclass Against All Defendants)

103. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

104. Labor Code §§ 201 and 202 require Defendants to pay their employees all wages due within seventy-two (72) hours of separation of employment.

105. Section 203 of the Labor Code provides that if an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the subject employee's wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

106. Plaintiff and Class Members are entitled to compensation for all forms of wages earned, including but not limited to minimum wages, overtime, and premium meal and rest period compensation, but to date have not received such compensation, therefore entitling them to Labor Code § 203 penalties.

107. In addition, irrespective of any derivative violation, Defendants failed to timely pay Plaintiff and, upon information and belief, other Class Members earned compensation at the time of termination despite their obligations under Labor Code 201 and 202.

108. More than thirty (30) days have passed since affected Waiting Time Subclass Members have left Defendants' employ, and on information and belief, they have not received payment pursuant to Labor Code § 203.

109. Plaintiff and Waiting Time Subclass Members are thus entitled to 30 days' wages as a penalty under Labor Code § 203, together with interest thereon and attorneys' fees and costs.

1 **SEVENTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE NECESSARY EXPENSES**

3 **(By Plaintiff and the Indemnification Subclass Against All Defendants)**

4 110. Plaintiff incorporates by reference and realleges each and every allegation contained
5 above, as though fully set forth herein.

6 111. Plaintiff repeats and incorporates herein by reference each and every allegation set
7 forth above, as though fully set forth herein.

8 112. Labor Code § 2802 requires Defendants to indemnify Plaintiff and Class Members
9 for necessary expenditures incurred in direct consequence of the discharge of his or her duties.

10 113. Plaintiff and the members of the Indemnification Class were required to incur
11 expenses in the performance of their assigned job duties.

12 114. Upon information and belief, the Defendants did not reimburse Plaintiff or the
13 Plaintiff's subclass for such expenses.

14 115. As a result of the unlawful acts of Defendants, Plaintiffs and the Plaintiffs'
15 Subclass Members have been deprived of un-reimbursed sums in amounts to be determined at
16 trial, and are entitled to the recovery of such amounts, plus interest and penalties thereon,
17 attorneys' fees, and costs, pursuant to Labor Code §2802.

18 **EIGHTH CAUSE OF ACTION**

19 **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED**

20 **EMPLOYEE WAGE STATEMENT PROVISIONS**

21 **By Plaintiff and Wage Statement Subclass Against Defendants**

22 116. Plaintiff repeats and incorporates herein by reference each and every allegation set
23 forth above, as though fully set forth herein.

24 117. Labor Code section 226(a) reads in pertinent part: "Every employer shall,
25 semimonthly or at the time of each payment of wages, furnish each of his or her employees, either
26 as a detachable part of the check, draft, or voucher paying the employee's wages, or separately
27 when wages are paid by personal check or cash, an accurate itemized statement in writing
28 showing (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions...

1 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
2 name of the employee and only the last four digits of his or her social security number or an
3 employee identification number other than a social security number, (8) the name and address of
4 the legal entity that is the employer, and (9) all applicable hourly rates in effect during each the
5 pay period and the corresponding number of hours worked at each hourly rate by the
6 employee....”.

7 118. Further, the IWC Wage Orders require in pertinent part: Every employer shall
8 keep accurate information with respect to each employee including the following: (3) Time
9 records showing when the employee begins and ends each work period. Meal periods, split shift
10 intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the
11 payroll period and applicable rates of pay....”

12 119. Labor Code section 1174 of the California also requires Defendants to maintain
13 and preserve, in a centralized location, among other items, records showing the names and
14 addresses of all employees employed and payroll records showing the hours worked daily by, and
15 the wages paid to, its employees. On information and belief and based thereon, Defendants have
16 knowingly and intentionally failed to comply with Labor Code section 1174, including by
17 implementing the policies and procedures and committing the violations alleged in the preceding
18 causes of action and herein. Defendants’ failure to comply with Labor Code section 1174 is
19 unlawful pursuant to Labor Code section 1175.

20 120. Defendants have failed to record many of the items delineated in applicable
21 Industrial Wage Orders and Labor Code section 226, and required under Labor Code section
22 1174, including by virtue of the fact that each wage statement which failed to accurately
23 compensate Plaintiff and Class Members for all hours worked and for missed and non-provided
24 meal and rest periods, or which failed to include compensation for all minimum wages earned or
25 overtime hours worked, was an inaccurate wage statement. In addition, the wage statements
26 inaccurately stated totals hours worked and hours worked at each hourly wage rate.

27 121. On information and belief, Defendants failed to implement and preserve a lawful
28 record-keeping method to record all non-provided meal and rest periods owed to employees or all

1 hours worked, as required for Non-Exempt Employees under California Labor Code section 226
2 and applicable California Wage Orders. In order to determine if they had been paid the correct
3 amount and rate for all hours worked, Plaintiff and Class Members have been, would have been,
4 and are compelled to try to discover the required information missing from their wage statements
5 and to perform complex calculations in light of the inaccuracies and incompleteness of the wage
6 statements Defendants provided to them.

7 122. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC
8 Wage Orders, Defendants did not and still do not furnish each of the members of the Wage
9 Statement Class with an accurate itemized statement in writing accurately reflecting all of the
10 required information. Here, Plaintiff asserts the Defendant omitted required information, failed to
11 accurately include all applicable hourly rates on the wage statements and the corresponding
12 number of hours worked at such rates or hours paid at such rates. In addition, Defendants have
13 failed to provide accurate itemized wage statements as a consequence of the above-specified
14 violations for failure to accurately pay all wages owed, accurately record all hours worked, and
15 failure to pay meal and rest period premiums as required by law.

16 123. Moreover, upon information and belief, as a pattern and practice, in violation of
17 Labor Code section 226(a) and the IWC Wage Orders, Defendants did not and do not maintain
18 accurate records pertaining to the total hours worked for Defendants by the members of the Wage
19 Statement Class, including but not limited to, beginning and ending of each work period, meal
20 period and split shift interval, the total daily hours worked, and the total hours worked per pay
21 period and applicable rates of pay.

22 124. Plaintiffs and the members of the Wage Statement Class have suffered injury as a
23 result of Defendants' failure to maintain accurate records for the members of the Wage Statement
24 Class in that the members of the Wage Statement Class were not timely provided written accurate
25 itemized statements showing all requisite information, such that the members of the Wage
26 Statement Class were misled by Defendants as to the correct information regarding various items,
27 including but not limited to total hours worked by the employee, net wages earned and all
28 applicable hourly rates in effect during the pay period and the corresponding number of hours

1 worked at each hourly rate.

2 125. Pursuant to Labor Code section 226, and in light of Defendants' violations
3 addressed above, Plaintiff and the Wage Statement Class Members are each entitled to recover up
4 to a maximum of \$4,000.00, along with an award of costs and reasonable attorneys' fees.

5 **NINTH CAUSE OF ACTION**

6 **VIOLATION OF THE UNFAIR COMPETITION LAW**

7 **By Plaintiff and Class Against All Defendants**

8 126. Plaintiff incorporates by reference and realleges each and every allegation contained
9 above, as though fully set forth herein.

10 127. Defendants' conduct, as alleged in this complaint, has been, and continues to be,
11 unfair, unlawful, and harmful to Plaintiff and Class Members, Defendants' competitors, and the
12 general public. Plaintiff also seeks to enforce important rights affecting the public interest within
13 the meaning of the California Code of Civil Procedure § 1021.5.

14 128. Defendants' policies, activities, and actions as alleged herein are violations of
15 California law and constitute unlawful business acts and practices in violation of California
16 Business and Professions Code §§ 17200, *et seq.*

17 129. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be
18 predicated on the violation of any state or federal law.

19 130. The state law violations, including violations of the relevant IWC Wage Order,
20 detailed herein above are the predicate violations for this cause of action. By way of example only,
21 in the instant case Defendants' policy of failing to lawfully provide Plaintiff and the Class with
22 timely meal and rest periods or pay one (1) hour of premium pay when a meal or rest period was
23 not lawfully provided violates Labor Code § 512, and § 226.7, and the IWC Wage Orders.
24 Defendants further violated the law through their policies of failing to fully and accurately
25 compensate Plaintiff and the Class Members for all hours worked, including minimum wages and
26 overtime, and failing to reimburse for necessary expenses, as well as failing to provide accurate
27 itemized wage statement as specified above.

28 131. Plaintiff and the Class Members have been personally aggrieved by Defendants'

1 unlawful and unfair business acts and practices alleged herein by the loss of money and/or property.

2 132. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiff
3 and the Class Members are entitled to restitution of the wages withheld and retained by Defendants
4 during a period that commences four (4) years prior to the filing of this complaint; an award of
5 attorneys' fees pursuant to California Code of Civil Procedure §1021.5; interest; and an award of
6 costs.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff pray judgment against Defendants, jointly and severally, as
9 follows:

10 **Class Certification**

- 11 1. That this action be certified as a class action;
12 2. That Plaintiff be appointed as the representative of the Class;
13 3. That Plaintiff be appointed as the representatives of the Subclasses; and
14 4. That counsel for Plaintiff be appointed as counsel for the Class and Subclasses.

15 **On the First Cause of Action**

16 **(Failure to pay minimum wages)**

- 17 1. For the unpaid balance of the full amount of any minimum wages, and regular wages
18 owed, as well as interest thereon,
19 2. Penalties according to statute,
20 3. Liquidated damages,
21 4. Reasonable attorneys' fees, and costs of suit;
22 5. For interest and
23 6. For such other and further relief as the Court deems proper.

24 **On the Second Cause of Action**

25 **(Failure to pay overtime)**

- 26 1. For the unpaid balance of the full amount of any overtime wages owed, as well as
27 interest thereon,
28 2. Penalties according to statute,

3. Liquidated damages,
4. Reasonable attorneys' fees, and costs of suit;
5. For interest and
6. For such other and further relief as the Court deems proper.

On the Third Cause of Action

(Failure to Provide Lawful Meal Periods)

1. For one (1) hour of premium pay for each day in which a required meal period was not lawfully provided;
2. For reasonable attorneys' fees and costs pursuant to statute; and
3. For such other and further relief as the Court deems proper.

On the Fourth Cause of Action

(Failure to Authorize and Permit Lawful Rest Periods)

1. For one (1) hour of premium pay for each day in which a required rest period was not lawfully authorized and permitted; and
2. For reasonable attorneys' fees and costs pursuant to statute; and
3. For such other and further relief as the Court deems proper.

On the Fifth Cause of Action

(Failure to Timely Pay Wages Due and Payable During Employment)

1. For unpaid wages;
2. For penalties pursuant to Labor Code § 210 and 25% of the amount of wages unlawfully withheld;
3. For interest;
4. For reasonable attorneys' fees and costs pursuant to statute; and
5. For such other and further relief as the Court deems proper.

On the Sixth Cause of Action

(Failure to Timely Pay Wages At Separation)

6. For unpaid wages;
7. For penalties pursuant to Labor Code § 203;

8. For interest;
9. For reasonable attorneys' fees and costs pursuant to statute; and
10. For such other and further relief as the Court deems proper.

On the Seventh Cause of Action

(Failure to Reimburse Necessary Expenses)

1. For unreimbursed sums;
2. For reasonable attorneys' fees and costs pursuant to statute;
3. For interest; and
4. For such other and further relief as the Court deems proper.

On the Eighth Cause of Action

(Failure to Provide Accurate Itemized Wage Statements)

1. For statutory penalties, including penalties pursuant to Labor Code section 226;
2. For reasonable attorneys' fees and costs; and
3. For such other and further relief as the Court deems proper;

On the Ninth Cause of Action

(Violation of the Unfair Competition Law)

1. That Defendants, jointly and/or severally, pay restitution and/or disgorgement of sums to Plaintiff and Class Members for the Defendants' past failure to pay minimum, overtime and regular wages, for Defendants' past failure to reimburse necessary expenses, and for premium wages for meal and rest periods that were not provided to Plaintiff and Class Members over the last four (4) years in an amount according to proof;

2. For reasonable attorneys' fees that Plaintiff and Class Members are entitled to recover under California Code of Civil Procedure § 1021.5 and Labor Code section 1194, 1197, 1198 ;

3. For pre-judgment interest on any unpaid minimum, regular and overtime wages due from the day that such amounts were due;

4. For costs of suit incurred herein that Plaintiff and Class Members are entitled to recover under the Labor Code; and

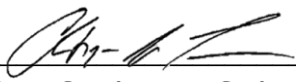
1 5. For such other and further relief as the Court deems proper.

2
3 **DEMAND FOR JURY TRIAL**

4 Plaintiff, on behalf of the Class and Subclasses, respectfully demand a jury trial in this
5 matter to the fullest extent available under the law.

6 Respectfully submitted,

7
8
9 Dated: May 24, 2022



JAMES HAWKINS, APLC
James R. Hawkins, Esq.
Christina M. Lucio, Esq.

10
11
12 Attorneys for WAQAS N. BUTT, on behalf of himself
13 and all others similarly situated