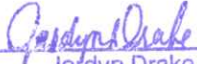


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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

FEB 13 2024

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

SOFIANE IBELAIDENE, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

KELLER INTERIORS LLC., a California
limited liability company; and DOES 1
through 100,

Defendants.

Case No. CIVSB2210336

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS**
(LABOR CODE §§ 226.2, 1182.12,
1194, 1194.2, AND 1197);
- (2) **FAILURE TO PAY ALL OVERTIME
WAGES (LABOR CODE §§ 204, 226.2,
510, 558, 1194, AND 1198);**
- (3) **MEAL PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 512, 558);
- (4) **REST PERIOD VIOLATIONS**
(LABOR CODE §§ 226.2, 226.7, 516,
AND 558);
- (5) **FAILURE TO REIMBURSE
NECESSARY BUSINESS EXPENSES**
(LABOR CODE §§ 2802, 2804);
- (6) **WAGE STATEMENT VIOLATIONS**
(LABOR CODE §§ 226 *et seq.*, 246);
- (7) **WAITING TIME PENALTIES**
(LABOR CODE §§ 201-203);
- (8) **UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200 *et seq.*); and**

**(9) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Sofiane Ibelaïdène (“Plaintiff”), on behalf of himself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Keller Interiors LLC, a California limited liability company (“Keller
4 Interiors”); and Does 1 through 100, inclusive (collectively, “Defendants”), and on information
5 and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
8 action for recovery of unpaid wages and penalties under California Labor Code §§ 201-203, 204,
9 226, 226.2, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, 2698
10 *et seq.*, California Business and Professions Code §§ 17200, *et. seq.*, and Industrial Welfare
11 Commission Wage Order No. 16-2001 (“Wage Order 16”), in addition to seeking declaratory
12 relief and restitution. This class action is brought pursuant to California Code of Civil Procedure
13 § 382. This Court has jurisdiction over Defendants’ violations of the California Labor Code
14 because the amount in controversy exceeds this Court’s jurisdictional minimum.

15 **VENUE**

16 2. Venue is proper in this judicial district pursuant to California Code of Civil
17 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
18 occurred in San Bernardino County. Defendants transact business, have an agent or agents within
19 the County of San Bernardino, and/or otherwise are found within the County of San Bernardino,
20 and Defendants are within the jurisdiction of this Court for purposes of service of process.

21 **PARTIES**

22 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
23 Plaintiff was, and currently is, a California resident. During the four years immediately preceding
24 the filing of the Complaint in this action, and within the statute of limitations periods applicable
25 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
26 employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices complained of
27 herein, lost money and/or property, and has been deprived of the rights guaranteed by California
28 Labor Code §§ 201-203, 204, 226, 226.2, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2,

1 1197, 1198, 2802, 2804, 2698 *et seq.*, California Business and Professions Code §§ 17200, *et*.
2 *seq.*, and Wage Order 16, which sets employment standards for the construction industry.

3 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
4 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
5 do) business by, *inter alia*, performing flooring installation services, in the state of California,
6 including in the County of San Bernardino, and therefore were (and are) doing business in the
7 County of San Bernardino and the State of California.

8 5. Plaintiff does not know the true names or capacities, whether individual, partner,
9 or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said
10 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
11 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed
12 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
13 partner, or corporate, were responsible in some manner for the acts and omissions alleged herein,
14 and proximately caused Plaintiff and the Classes (as defined in Paragraph 17) to be subject to the
15 unlawful employment practices, wrongs, injuries, and damages complained of herein.

16 6. Plaintiff is informed and believes, and based thereon alleges, that at all times
17 mentioned herein, Defendants were and are the employers of Plaintiff and all similarly situated
18 employees.

19 7. At all times herein mentioned, each of said Defendants participated in the doing
20 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
21 Defendants, and each of them, were the agents, servants, and employees of each and every one of
22 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
23 were acting within the course and scope of said agency and employment. Defendants, and each
24 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
25 omissions complained of herein.

26 8. At all times mentioned herein, Defendants, and each of them, were members of
27 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
28 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,

1 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
2 members of the Classes (as defined in Paragraph 17).

3 **GENERAL FACTUAL ALLEGATIONS**

4 9. Plaintiff worked for Defendants from approximately May of 2021 to August of
5 2021, as a non-exempt employee whose primary job duty consisted of installing wood and vinyl
6 flooring in residential homes.

7 10. Throughout his employment, Defendants paid Plaintiff on a piece-rate basis based
8 on the total square footage installed per installation job he completed. Defendants did not
9 maintain an accurate record of the hours worked by Plaintiff or other non-exempt installers who
10 were compensated on a piece-rate basis, as the app used to record working hours was routinely
11 not working, and also due to Defendants' practice of failing to take compensate installers for
12 travel time, i.e., time spent traveling to and in-between job sites.

13 11. Defendants failed to pay Plaintiff and other non-exempt installers who were
14 compensated on a piece-rate basis for so-called "non-productive" time (i.e., hours that they were
15 working but were not performing piece-rate work). For example, Plaintiff performed tasks that
16 included, but were not limited to: traveling from Defendants' office to the job site, traveling from
17 the job site to the office at the end of the day to drop off trash produced while working at a job
18 site at the Defendants' office location, cleaning a job site before leaving, gathering and organizing
19 tools, transporting tools to job sites, and travelling between job sites. Under Defendants' piece-
20 rate compensation system, Plaintiff was not separately compensated for any time spent
21 performing such tasks. As a result of these practices, Defendants did not pay Plaintiff and other
22 non-exempt installers for all hours worked at the minimum wage when they were being
23 compensated on a piece-rate basis, as Defendants failed to pay for non-productive hours.

24 12. Additionally, Plaintiff often worked in excess of 8 hours per day and/or 40 hours
25 per week. However, Defendants failed to properly calculate Plaintiff's overtime rate because the
26 overtime rate did not properly incorporate Plaintiff's piece rate earnings. Because Defendants
27 failed to properly calculate Plaintiff's regular rate of pay, Plaintiff was deprived of overtime
28

1 compensation. Further, as a result of Defendants' failure to record all of the hours Plaintiff
2 worked, Plaintiff did not receive all overtime compensation to which he was entitled.

3 13. Defendants also failed to provide Plaintiff and other non-exempt employees with
4 legally-compliant meal periods of at least 30-minutes commencing before the conclusion of the
5 fifth hour of work, and/or a second meal period when they worked shifts in excess of 10.0 hours.
6 As Plaintiff and other non-exempt employees were pressured to finish installation jobs within a
7 given timeframe, Plaintiff and other employees often missed meal periods altogether, and/or took
8 meal periods that were short (less than 30 minutes) and/or late (commencing after 5 hours of
9 work). Moreover, as Defendants did not require Plaintiff and other non-exempt employees to
10 clock in and out for their meal periods, and maintained no other records of employee meal periods,
11 Defendants also failed to keep accurate records of employee hours worked, including time records
12 showing when employees took meal periods. Instead, on information and belief, Defendants
13 would auto-deduct 30 minutes from employees' pay, even when employees did not in fact take a
14 30-minute meal period, resulting in additional unpaid wages. Moreover, on those occasions that
15 Defendants failed to provide all legally required meal periods, Defendants failed to compensate
16 their employees with the required meal period premium for each workday in which employees
17 experienced a meal period violation, in violation of Labor Code § 226.7. Upon information and
18 belief, Defendants maintained no payroll code or other mechanism for the payment of meal period
19 premium payments under Labor Code § 226.7 in the event that Plaintiff and other non-exempt
20 employees were not provided with a legally-compliant meal period.

21 14. In addition, Defendants did not separately compensate Plaintiff or other non-
22 exempt employees paid on a piece-rate basis for rest periods, as required under Labor Code
23 section 226.2. Accordingly, Defendants are liable for rest period premiums under Labor Code
24 section 226.7 for their failure to separately compensate rest periods for Plaintiff and other non-
25 exempt employees who were paid on a piece-rate basis.

26 15. Defendants also required Plaintiff and other non-exempt installers to use their
27 personal vehicles, including to transport trash produced from job sites to Defendants' office
28 location, and other work-related purposes. Plaintiff was also responsible for purchasing and

maintaining tools necessary to his work, including but are not limited to a table saw, an air compressor, a miter saw, a hammer, a nail gun, and a crowbar. Lastly, Defendants required Plaintiff and other non-exempt employees to use their personal cellular phones for work-related purposes, including clocking in and out on a phone-based application, but failed to reimburse Plaintiff and other non-exempt employees for use of their cellphones. Thus, Defendants failed to reimburse Plaintiff and other non-exempt employees for all necessary business expenses associated with using their personal vehicles (including mileage), cell phones, as well as the cost of purchasing and maintaining necessary tools.

16. As a result of Defendants' failure to pay all wages and meal and rest period premium wages, Defendants maintained inaccurate payroll records, issued inaccurate wage statements to Plaintiff and other non-exempt employees, and failed to pay all final wages owed to Plaintiff and other non-exempt employees upon their respective separations of employment. Defendants' wage statements are also facially deficient because *inter alia*, they fail to include the number of piece-rate units earned, the total hours of rest periods and non-productive time worked, and the amount of paid sick leave available in violation of Labor Code §§ 226, 226.2, and 246(h).

CLASS ACTION ALLEGATIONS

17. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following Classes pursuant to Section 382 of the Code of Civil Procedure:

a. The Minimum Wage Class consists of all of Defendants' current and former non-exempt employees who (i) performed work that was compensated on a piece-rate basis; and/or (ii) had a meal period auto-deducted from their time records, during the four years immediately preceding the filing of this action through the present.

b. The Overtime Class consists of all of Defendants' current and former non-exempt employees who worked more than 8 hours in a workday day and/or 40 hours in a workweek and (i) performed work that was compensated on a piece-rate basis; and/or (ii) had a meal period auto-deducted from their time records, during the four years immediately preceding the filing of this action through the present.

1 c. The Meal Period Class consists of all of Defendants' current and former
2 non-exempt employees in California who worked at least one shift in excess of 5.0 hours
3 without a recorded 30-minute meal period commencing prior to the end of the fifth hour
4 of work; and/or (ii) worked at least one shift in excess of 10.0 hours without a second
5 recorded 30-minute meal period commencing prior to the end of the tenth hour of work,
6 during the four years immediately preceding the filing of this action through the present.

7 d. The Rest Period Class consists of all of Defendants' current and former
8 non-exempt employees who worked at least one shift of at least 3.5 hours while
9 performing work that was compensated on a piece-rate basis, during the four years
10 immediately preceding the filing of this action through the present.

11 e. The Reimbursement Class consists of all of Defendants' current and
12 former non-exempt employees who used a personal vehicle and/or a personal cell phone,
13 and/or purchased tools for work-related activities, during the four years immediately
14 preceding the filing of this action through the present.

15 f. The Wage Statement Class consists of (i) all members of the Minimum
16 Wage Class, Overtime Class, Meal Period and/or Rest Period Class, who received a wage
17 statement from Defendants; (ii) any of Defendants' current and former employees who
18 performed work that was compensated on a piece-rate basis, and whose wage statements
19 did not contain the number of piece-rate units earned and/or the total hours of rest periods
20 and non-productive time worked; and/or (iii) any of Defendants' current and former
21 employees who received a wage statement that did not list the amount of their paid sick
22 leave, during the one year immediately preceding the filing of this action through the
23 present.

24 g. The Waiting Time Class consists of all members of the Overtime Class,
25 Minimum Wage Class, Meal Period Class, and/or Rest Period Class who separated their
26 employment with Defendants during the three years immediately preceding the filing of
27 this action through the present.

28 18. **Numerosity/Ascertainability:** The members of the Classes are so numerous that

joinder of all members would be unfeasible and not practicable. The membership of the classes and subclasses are unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than fifty (50) individuals as to each Class. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

19. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation to:

i. Whether Defendants paid all minimum wages owed for all hours worked to members of the Minimum Wage Class pursuant to Labor Code sections 226.2, 1182.12, 1194, 1194.2, and 1197;

ii. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, sections 226.2, 510, and 1194 by requiring members of the Overtime Class to perform overtime work and not paying for said work in accordance with the overtime laws of the State of California;

iii. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code sections 226.7 and 512;

iv. Whether Defendants authorized and permitted all lawful rest periods to members of the Rest Period Class pursuant to Labor Code sections 226.2, 226.7, and 516;

v. Whether Defendants failed to reimburse Reimbursement Class members for all necessary business expenses incurred pursuant to Labor Code §§ 2802 and 2804;

vi. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code §§ 226, 226.2, and 246;

vii. Whether Defendants paid all wages/compensation due at separation to members of the Waiting Time Class pursuant to Labor Code section 201-203.

20. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions set forth above are numerous and substantial and stem from Defendants' policies and/or

practices applicable to each individual class member, such as Defendants' uniform minimum wage, overtime, rest period, and reimbursement policies/practices, and wage statement policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

21. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statutes of limitation periods applicable to each cause of action pled herein. As alleged herein, Plaintiff, like the members of the Classes, was deprived of all minimum and overtime wages owed, meal period premium wages, rest period premium wages, was not reimbursed for his necessary business expenses incurred, was furnished with inaccurate and incomplete wage statements, and did not receive all final wages owed at the time of his separation of employment.

22. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage and hour class actions in state and federal courts in the past, and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

23. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws, and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee was required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with

1 their vastly superior financial and legal resources. Moreover, requiring each member of the
2 Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by
3 employees who would be disinclined to file an action against their former and/or current employer
4 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
5 employment. Further, the prosecution of separate actions by the individual class members, even
6 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
7 with respect to the individual class members against Defendants herein; and which would
8 establish potentially incompatible standards of conduct for Defendants; and/or legal
9 determinations with respect to individual class members which would, as a practical matter, be
10 dispositive of the interest of the other class members not parties to adjudications or which would
11 substantially impair or impede the ability of the class members to protect their interests. Further,
12 the claims of the individual Class members are not sufficiently large to warrant vigorous
13 individual prosecution considering all of the concomitant costs and expenses attending thereto.
14 As such, the Classes identified above are maintainable under California Code of Civil Procedure
15 section 382.

16 **FIRST CAUSE OF ACTION**

17 **MINIMUM WAGE VIOLATIONS**

18 **(AGAINST ALL DEFENDANTS)**

19 24. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

20 25. Wage Order 16, § 4 and California Labor Code §§ 226.2, 1197, and 1182.12
21 establish the right of employees to be paid minimum wages for all hours worked, in amounts set
22 by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been
23 paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance
24 together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal
25 to the unpaid wages and interest accrued thereon.

26 26. At all relevant times herein, Defendants failed to conform their pay practices to
27 the requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class
28 for all hours worked including, but not limited to, all hours they were subject to the control of

1 Defendants and/or suffered or permitted to work under the California Labor Code and Wage
2 Order 16.

3 27. California Labor Code § 1198 makes unlawful the employment of an employee
4 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide
5 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
6 those employees the unpaid balance of the unpaid wages as well as liquidated damages in an
7 amount equal to the wages due and interest thereon.

8 28. As a direct and proximate result of Defendants' unlawful conduct as alleged
9 herein, Plaintiff and the Minimum Wage Class have sustained economic damages including, but
10 not limited to, unpaid wages and lost interest, in an amount to be established at trial, and are
11 entitled to recover economic and statutory damages and penalties and other appropriate relief as
12 a result of Defendants' violations of the California Labor Code and Wage Order 16.

13 29. The foregoing practices and policies are unlawful and create an entitlement to
14 recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid
15 amount of minimum wages owing, including interest thereon, liquidated damages, statutory and
16 civil penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 226.2,
17 558, 1194, 1194.2, 1197, and 1198, Wage Order 16, and Code of Civil Procedure § 1021.5.

18 **SECOND CAUSE OF ACTION**

19 **FAILURE TO PAY ALL OVERTIME WAGES**

20 **(AGAINST ALL DEFENDANTS)**

21 30. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

22 31. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
23 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
24 overtime hours worked and provide a private right of action for the failure to pay all overtime
25 compensation for overtime work performed.

26 32. At all times relevant herein, Defendants were required to properly pay Plaintiff
27 and members of the Overtime Class for all overtime hours worked pursuant to California Labor
28 Code § 1194 and Wage Order 16. Wage Order 16, § 3 requires an employer to pay an employee

“one and one-half (1½) times the employee’s regular rate of pay for all hours worked in excess of eight (8) hours” per work day and/or in excess of 40 hours of work in the workweek.

33. At all times relevant herein, Defendants caused Plaintiff and other non-exempt employees to work overtime hours but did not compensate Plaintiff or members of the Overtime Class at one and one-half times their regular rate of pay for such hours.

34. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, statutory and civil penalties, attorney’s fees, and costs of suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Order 16, and Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

35. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

36. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide Plaintiff and members of the Meal Period Class with all required meal periods in accordance with the mandates of the California Labor Code and Wage Order 16, for the reasons set forth in the factual allegations and Class definitions sections of this Complaint.

37. As a result, Defendants are responsible for paying premium compensation for meal period violations, including interest thereon, statutory penalties, and costs of suit pursuant to Wage Order 16, Labor Code §§ 226.7 and 512, and Civil Code §§ 3287(b) and 3289.

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

38. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

39. Wage Order 16, § 11 and Labor Code §§ 226.7, 516, and 558 establish the right of employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour

period worked, or major fraction thereof. Further, Labor Code § 226.2 and *Bluford v. Safeway Stores, Inc.*, 216 Cal. App. 4th 864 (2013) mandate that employees paid pursuant to a piece-rate compensation system be compensated separately for their rest periods.

40. As alleged herein, Defendants did not properly compensate Plaintiff and members of the Rest Period Class for all rest periods to which they were legally entitled, and/or did not authorize and permit members of the Rest Period Class to take the paid rest periods to which they are legally entitled. Despite Defendants' violations, Defendants failed to pay an additional hour of premium pay to Plaintiff and members of the Rest Period Class at their respective regular rates of pay for each violation, as required by California Labor Code § 226.7.

41. The foregoing policies and practices are unlawful and create an entitlement to recovery by Plaintiff and the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7, 516, and 558, Wage Order 16, and Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

FIFTH CAUSE OF ACTION

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES

(AGAINST ALL DEFENDANTS)

42. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

43. At all relevant times herein, Defendants were subject to Labor Code § 2802, which states that "an employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer."

44. At all relevant times herein, Defendants were subject to Labor Code § 2804, which states that "any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State."

45. As alleged herein, due to Defendants' unlawful reimbursement practices,

Defendants failed to indemnify Plaintiff and the members of the Reimbursement Class for all necessary business expenses incurred, including, among other things, the cost purchasing and maintaining tools, of vehicle mileage, and cell phone use.

46. As a proximate result of Defendants' policies and/or practices in violation of Labor Code sections 2802 and 2804, Plaintiff and members of the Reimbursement Class are entitled to damages, attorneys' fees and costs of suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code § 2802.

SIXTH CAUSE OF ACTION

WAGE STATEMENT PENALTIES

(AGAINST ALL DEFENDANTS)

47. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

48. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and the Wage Statement Class with accurate and complete itemized wage statements that included, among other requirements, all wages owed, all meal and rest period premium wages earned, number of piece-rate units earned, amount of rest period and non-productive time worked, and amount of paid sick leave available in violation of Labor Code §§ 226, 226.2, and 246(h).

49. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in injury, as said failures led to, among other things, the non-payment of all their minimum and overtime wages owed, rest period premium wages, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

50. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226 *et. seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code §§ 226 *et. seq.*, and 246 (h).

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SEVENTH CAUSE OF ACTION
WAITING TIME PENALTIES
(AGAINST ALL DEFENDANTS)

51. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

52. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages earned immediately at the time of separation of employment in the event the employer discharges the employee, or if the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

53. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at the time of their separation including, among other things, underpaid overtime and minimum wages owed, and rest period premium wages. Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay members of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203.

54. Defendants' willful failure to timely pay Plaintiff and members of the Waiting Time Class all earned wages upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

EIGHTH CAUSE OF ACTION
UNFAIR COMPETITION
(AGAINST ALL DEFENDANTS)

55. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

56. Defendants have engaged and continue to engage in unfair and/or unlawful

business practices in California in violation of California Business and Professions Code § 17200, *et seq.*, by failing to pay Plaintiff and the Classes all minimum and overtime wages owed, rest period premium wages, and meal period premium wages, failing to reimburse for all necessary business expenses incurred, knowingly failing to furnish Plaintiff and members of the Wage Statement Class with accurate and complete wage statements, and failing to pay all final wages at the time of separation in violation of Labor Code § 226 *et seq.*

57. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiff, and continues to deprive members of the Classes, of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

58. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff, for himself and on behalf of the members of the Classes, seeks full restitution of monies as necessary and according to proof, to restore any and all monies withheld, acquired, and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

59. The acts complained of herein occurred within the four years immediately preceding the filing of this action.

60. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

NINTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

61. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

62. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee"

1 within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved
2 employees, brings this representative action against Defendants to recover the civil penalties due
3 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
4 according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited
5 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
6 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
7 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each
8 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
9 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
10 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
11 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
12 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each
13 subsequent violation per employee per pay period for those violations of the Labor Code for
14 which no civil penalty is specifically provided, based on the following Labor Code violations:

- 15 a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum
16 Wage Class, and other aggrieved employees in violation of Labor Code §§
17 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- 18 b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all
19 earned overtime compensation in violation of Labor Code §§ 204, 510, 558,
20 1194, and 1198;
- 21 c. Failing to provide all legally required meal periods, and failure to pay meal
22 period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved
23 employees at the regular rate of compensation in violation of Labor Code §§
24 226.7, 512, 558, and 1198;
- 25 d. Failing to authorize and permit all legally required rest periods, and failure to
26 pay rest period premium wages, to Plaintiff, the Rest Period Class, and other
27 aggrieved employees at the regular rate of compensation in violation of Labor
28

Code §§ 226.7, 516, 558, and 1198;

- e. Failing to reimburse Plaintiff, the Reimbursement Class, and other aggrieved employees for all necessary work expenses incurred in violation of Labor Code §§ 2802 and 2804;
- f. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- g. Failing to timely pay all final wages and compensation earned by Plaintiff, the Waiting Time Class, and other aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203;
- h. Failing to pay Plaintiff and other aggrieved employees all wages earned at least twice during each calendar month in violation of Labor Code § 204; and
- i. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code §§ 1174 and 1198.

63. On May 19, 2022, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in Paragraph 62 (a)-(i). Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

64. Based on the foregoing, Plaintiff seeks to represent herself and all Aggrieved Employees, as defined by Labor Code § 2699(c).

65. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which she is entitled to receive under California Labor Code § 2699(g).

PRAYER

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing counsel for Plaintiff as counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties owed according to proof pursuant to Labor Code §§ 226.2, 1182.12, 1194, 1194.2 and 1197;
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.2, 226.7, 516, and 558;
8. Upon the Fifth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 2802 and 2804.;
9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §§ 226 *et. seq.*, 226.2, and 246(h);
10. Upon the Seventh Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;
11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of California Business and Professions Code § 17200 *et seq.*;
12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including but not limited to: (1) \$100.00 for each initial violation for each

1 failure to pay each employee and \$200 for each subsequent violation or willful or intentional
2 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
3 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
4 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
5 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
6 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
7 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
8 each initial violation and \$200 for each subsequent violation per employee per pay period for
9 those violations of the Labor Code for which no civil penalty is specifically provided, based on
10 the Labor Code violations identified in Paragraph 62 (a)-(i);

11 13. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
12 and Civil Code §§ 3287 and 3289;

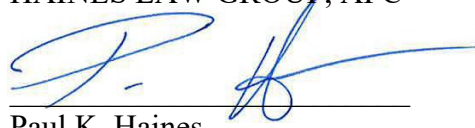
13 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
14 226, 1194 *et seq.*, 2699(g), 2802, and Code of Civil Procedure § 1021.5; and

15 15. For such other and further relief, the Court may deem just and proper.

16
17 Dated: November 16, 2023

Respectfully submitted,
HAINES LAW GROUP, APC

18
19 By:


Paul K. Haines
Attorney for Plaintiff

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21 **DEMAND FOR JURY TRIAL**

22 Plaintiff hereby demand a jury trial with respect to all issues triable by jury.

23
24 Dated: November 16, 2023

Respectfully submitted,
HAINES LAW GROUP, APC

25
26 By:


Paul K. Haines
Attorney for Plaintiff

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STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On February 13, 2024, I served the foregoing document(s) described as:

on the interested party(ies) in this action as follows:

GORDON & REES SCULLY MANSUKHANI LLP
275 Battery Street, Suite 2000
San Francisco, CA 94111
Attorneys for Defendant KELLER INTERIORS, LLC

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Aaron Clark

Aaron Clark