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SAN JOAQUIN COUNTY
SUPERIOR COURT

FILED by **FAX**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

Case No. **STK-CV-OUE-2016-0001100**

FIRST AMENDED COMPLAINT

CLASS ACTION

13 **LIDIA CARBAJAL; GUADALUPE BELTRAN; and**
14 **ANA MARIA SANCHEZ, individually and acting in**
the interest of other current and former employees,

Plaintiffs,

vs.

18 **IMPERIAL MAINTENANCE SERVICES, INC;**
19 **ALFONSO SOLIS; MARC LOPEZ; MARIA PEREZ;**
IRMA SOLIS; and DOES 1 through 20, inclusive,

Defendants.

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Compensation;
3. Failure to Provide Rest or Pay Additional Wages in Lieu Thereof;
4. Failure to Provide Meal Periods or Pay Additional Wages in Lieu Thereof;
5. Failure to Indemnify Employees for All Necessary Expenditures Or Losses Incurred
6. Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions
7. Failure to Pay All Wages Owed Upon Termination or Resignation
8. Violation of Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et seq.*
9. Penalties Pursuant to Labor Code's Private Attorney General Act, Cal. Labor Code §§ 2698 *et seq.*

DEMAND FOR JURY TRIAL
REQUEST FOR COMPLEX DESIGNATION

1 1. Plaintiffs LIDIA CARBAJAL, GUADALUPE BELTRAN, and ANA MARIA
2 SANCHEZ bring this action against Imperial Maintenance Services, Inc., Alfonso Solis, Marc
3 Lopez, Maria Perez, Irma Solis and Does 1 through 20, inclusive, individually and on behalf of all
4 other similarly situated individuals employed under common circumstances and facts. The
5 allegations made in this complaint are based on knowledge of Plaintiffs LIDIA CARBAJAL,
6 GUADALUPE BELTRAN, and ANA MARIA SANCHEZ, except those allegations made on
7 information and belief, which are based on the investigation of their counsel.

8
9 **I. NATURE OF THE ACTION**

10 2. This is a wage and hour class action to vindicate the rights afforded employees by
11 California labor law. This action is brought by Plaintiffs LIDIA CARBAJAL, GUADALUPE
12 BELTRAN, and ANA MARIA SANCHEZ for themselves and on behalf of a Class of similarly
13 situated individuals against Defendants Imperial Maintenance Services, Inc., Alfonso Solis, Marc
14 Lopez, Maria Perez, Irma Solis, and Does 1 through 20, inclusive (hereinafter collectively referred
15 to as “Defendants”). Plaintiffs’ California Labor Code Private Attorney General Act (§2698 et seq)
16 (“PAGA”) claims will be brought as an enforcement action on behalf of the state for penalties and
17 other remedies on behalf of the State of California and current and former employees as expressly
18 permitted by that statute. Plaintiff has complied with all PAGA administrative requirements for
19 this purpose.

20 3. This action revolves around the systematic failure by Defendants to pay California
21 non-exempt employees, including PLAINTIFFS and the Class, in conformance with California
22 law. Defendants Imperial Maintenance Services, Inc. has employed PLAINTIFFS and the Class
23 directly or as agents of one another and are referred to collectively herein as “EMPLOYER
24 DEFENDANTS.” Defendants Alfonso Solis, Marc Lopez, Maria Perez, and Irma Solis are sued
25 pursuant to California Labor Code §558 (and other sections) and the Private Attorneys General Act
26 (California Labor Code §§ 2698 et seq.). PLAINTIFFS allege that Alfonso Solis, Marc Lopez,
27 Maria Perez, and Irma Solis are “persons” who violated or caused to be violated sections of the
28 California Labor Code. As such, Defendants Alfonso Solis, Marc Lopez, Maria Perez, and Irma

1 Solis are liable for penalties and wages which PLAINTIFFS may seek through PAGA for
2 themselves, current and former employees, and the State of California and is sued solely pursuant
3 to PAGA. Defendants Marc Lopez, Maria Perez, and Irma Solis, and the EMPLOYER
4 DEFENDANTS are collectively hereinafter referred to as the "PAGA DEFENDANTS."

5 4. The core violations PLAINTIFFS allege against the EMPLOYER DEFENDANTS
6 are: (1) failure to pay all minimum and overtime wages owed; (2) failure to keep accurate time
7 records; (3) failure to provide rest or meal periods (or pay the statutory additional wages due); (4)
8 and failure to reimburse expenses incurred.

9 5. EMPLOYER DEFENDANTS have refused to pay the wages due and owed to
10 PLAINTIFFS and Class members under the express provisions of the California Labor Code,
11 which in turn has resulted in additional Labor Code violations entitling PLAINTIFFS and the Class
12 to prompt payment of wages and penalties. The PAGA DEFENDANTS caused the violations at
13 issue on behalf of the EMPLOYER DEFENDANTS from these violations.

14 6. As a result of the violations alleged herein, all Defendants are subject to PAGA
15 penalties, which PLAINTIFFS seek in this lawsuit for themselves, EMPLOYER DEFENDANTS'
16 current and former employees, and the State of California. PLAINTIFFS are aggrieved employees
17 within the meaning of Labor Code §§ 2698 et seq. and will comply with the pre-filing
18 requirements of PAGA. Pursuant to Labor Code § 2699.3(a), PLAINTIFFS will give written notice
19 by certified mail to Defendants and the California Labor & Workforce Development Agency
20 ("LWDA") of the wage and hour violations alleged herein and wait the statutorily required time.

21 7. PLAINTIFFS, for themselves and the Class, also seek injunctive relief requiring
22 each Defendant to comply with all applicable California labor laws and regulations in the future
23 and preventing the EMPLOYER DEFENDANTS from engaging in and continuing to engage in
24 unlawful and unfair business practices. PLAINTIFFS also seek declaratory relief enumerating
25 Defendants violations so that the Defendants and the general public will have clarity and guidance
26 with regards to Defendants' future employment practices.

27 II. JURISDICTION AND VENUE

28 8. PLAINTIFFS This case is subject to the jurisdiction of this court pursuant to the

1 California Labor Code, California Business and Professions Code, and California Code of Civil
2 Procedure. Defendants are all California Corporations, businesses, or DBA doing acts in San
3 Joaquin County, California. Defendants are qualified to do business in California and regularly
4 conduct business in San Joaquin County, California.

5 9. Federal courts may not exercise jurisdiction over this case pursuant to the Class
6 Action Fairness Act of 2005. Pub. L. No. 109-2, 119 Stat. 4 (codified in scattered sections of Title
7 28 of the United States Code)(“CAFA”) because, as of the date of the filing and service of this
8 complaint and on information and belief, more than two-thirds of the members of all proposed
9 plaintiff classes in the aggregate, and the primary defendants, are citizens of California, the State in
10 which the action was originally filed. Alternatively, this case is not subject to jurisdiction in
11 federal court pursuant to CAFA because: (a) more than two-thirds of the members of the proposed
12 plaintiff class(es) in the aggregate are citizens of California where this case is originally filed; (b)
13 significant relief is sought from Defendants by members of the plaintiff class whose alleged
14 conduct forms a significant basis for the claims asserted by the proposed plaintiff class, (c) the
15 Defendants are citizens of California; (d) principal injuries resulting from the alleged conduct or
16 related conduct of Defendants was incurred in California, and (e) on information in belief, during
17 the 3-year period preceding the filing of this class action, no other class action has been filed
18 asserting the same or similar factual allegations against Defendants on behalf of the same or other
19 persons.

20 10. Venue is proper in this judicial district, pursuant to Code of Civil Procedure §395
21 because the County of San Joaquin is the county in which most of the Defendants reside and where
22 the majority of the acts occurred including the underlying policy decisions to intentionally violate
23 and permit the violation of the California Labor Code, California Contract law, and California
24 Business and Professions Code. PLAINTIFFS have worked for Defendants in San Joaquin
25 County.

26 III. PARTIES

27 PLAINTIFFS

28 11. Plaintiff LIDIA CARBAJAL (“CARBAJAL”) is an individual residing in San

1 Joaquin County. She was employed as a non-exempt employee by EMPLOYER DEFENDANTS
2 in and around the Counties of San Joaquin and other adjacent Counties until approximately May
3 2015. Plaintiff CARBAJAL is an aggrieved employee who has been subjected to the violations
4 and unlawful employment practices described herein, and who, as a result, has suffered injury in
5 fact and has lost money or property.

6 12. Plaintiff GUADALUPE BELTRAN ("BELTRAN") is an individual residing in San
7 Joaquin County. She was employed as a non-exempt employee by EMPLOYER DEFENDANTS
8 in and around the Counties of San Joaquin and other adjacent Counties until the approximately
9 May 2015. Plaintiff BELTRAN is an aggrieved employee who has been subjected to the violations
10 and unlawful employment practices described herein, and who, as a result, has suffered injury in
11 fact and has lost money or property.

12 13. Plaintiff ANA MARIA SANCHEZ ("SANCHEZ") is an individual residing in San
13 Joaquin County. She was employed as a non-exempt employee by EMPLOYER DEFENDANTS
14 in and around the Counties of San Joaquin and other adjacent Counties until the approximately
15 May 2015. Plaintiff SANCHEZ is an aggrieved employee who has been subjected to the violations
16 and unlawful employment practices described herein, and who, as a result, has suffered injury in
17 fact and has lost money or property.

18
19 **DEFENDANTS**

20 14. The following allegations as to Defendants are made on information and belief, and
21 are likely to have evidentiary support after a reasonable opportunity for further investigation or
22 discovery.

23 15. On information and belief, Imperial Maintenance Services, Inc. ("IMPERIAL") is a
24 California corporation that operates a janitorial/cleaning business, employing PLAINTIFFS and
25 the Class of non-exempt employees PLAINTIFFS seek to represent in this lawsuit. IMPERIAL
26 operates out of its business address listed with the California Secretary of State, which is 8830
27 Cherry Hills Pl, Stockton, CA 95209. The agent for service of process is ALFONSO SOLIS, 8830
28 Cherry Hills Pl, Stockton, CA 95209. Defendant ALFONSO SOLIS is the Chief Executive Officer

1 (“CEO”) of IMPERIAL. IMPERIAL is an EMPLOYER DEFENDANT and is sued under all
2 causes of action in this complaint both as an employer as well as the separate basis as a defendant
3 who caused the underlying violations pursuant to PAGA predicates such as LC §§558 and 1197.1
4 and other provisions of the California Labor Code.

5 16. On information and belief, Defendant ALFONSO SOLIS is a person who violated
6 or caused the violations of the California Labor Code and provisions regulating hours and days of
7 work as detailed in the applicable Industrial Welfare Commission Order. At all relevant times,
8 ALFONSO SOLIS has been the CEO for IMPERIAL; he has had complete authority over all labor
9 policies and practices, including those resulting in violations as described in this complaint; and he
10 has actively violated or caused the violations alleged herein and is therefore a defendant because he
11 caused the underlying violations pursuant to PAGA predicates such as LC §§558 and 1197.1 and
12 other provisions of the California Labor Code for purposes of the PAGA cause of action.

13 17. On information and belief, Defendants MARC LOPEZ; MARIA PEREZ; IRMA
14 SOLIS are persons who violated or caused the violations of the California Labor Code and
15 provisions regulating hours and days of work as detailed in the applicable Industrial Welfare
16 Commission Order. At all relevant times, MARC LOPEZ; MARIA PEREZ; IRMA SOLIS have
17 been supervisors, managers, agents or otherwise authority over all labor policies and/or practices,
18 including those resulting in violations as described in this complaint; and has actively violated or
19 caused the violations alleged herein is therefore defendants because they caused the underlying
20 violations pursuant to PAGA predicates such as LC §§558 and 1197.1 and other provisions of the
21 California Labor Code for purposes of the PAGA cause of action.

22 18. On information and belief, IMPERIAL and ALFONSO SOLIS jointly employ the
23 Class including PLAINTIFFS, and each is the agent, subsidiary, parent entity, owner and/or joint
24 venturer of each other, and each is responsible for the violations alleged herein. At all relevant
25 times to this action, EMPLOYER DEFENDANTS have been enterprises that employed
26 PLAINTIFFS and the Class within the meaning of California law.

27 19. PLAINTIFFS are ignorant of the true names or capacities of the Defendants sued
28 herein under the fictitious names of DOES 1 through 20, inclusive, and therefore sue Defendants

1 under such fictitious names. Plaintiffs will amend this complaint to allege the true names or
2 capacities of these Defendants once they have been ascertained. PLAINTIFFS are informed and
3 believe and thereon allege that each Defendant is responsible in some manner for the occurrences
4 herein alleged, and that the damages herein alleged were actually and proximately caused by each
5 Defendants' conduct.

6 20. PLAINTIFFS are informed and believe and thereon allege that at all times
7 mentioned herein, Defendants, including Does, were acting as the agent of every other Defendant,
8 and all acts alleged to have been committed by any Defendant were committed on behalf of every
9 other Defendant; and, at all times mentioned herein, each alleged act was committed by each
10 Defendant and/or agent, servant, or employee of each Defendant, and each Defendant directed,
11 authorized or ratified each such act. Plaintiffs are informed and believe and thereon allege that
12 each Defendant, including Does, was the agent, employee, co-conspirator, business affiliate,
13 subsidiary, parent entity, owner and/or joint venturer of each other Defendant; and, in causing the
14 injuries herein alleged, each Defendant was acting at least in part within the course and scope of
15 such agency, employment, conspiracy, joint employership, alter ego status, and/or joint venture,
16 and with the permission and consent of each of the other Defendants.

17 21. PLAINTIFFS and the Class bring this action pursuant to the California Labor Code
18 and IWC wage orders, seeking unpaid minimum wages, regular wages, premium overtime wages,
19 rest and meal period wages, statutory penalties, liquidated damages, declaratory, injunctive and
20 other equitable relief, interest, reasonable attorneys' fees, and costs of suit.

21 22. PLAINTIFFS and the Class, pursuant to the Unfair Competition Law ("UCL"),
22 Business and Professions Code §§ 17200 et seq., also seek injunctive relief, declaratory relief,
23 restitution, and restitutionary disgorgement of all wages earned by PLAINTIFFS and the CLASS
24 but retained by EMPLOYER DEFENDANTS as a result of their failure to comply with the above
25 laws. PLAINTIFFS and the Class are also entitled to attorneys' fees, costs and interest pursuant to
26 the private attorney provisions of California Code of Civil Procedure § 1021.5.

27 23. PLAINTIFFS and the Class also bring this action against all DEFENDANTS
28 pursuant to the California Labor Code Private Attorneys General Act, §§ 2698 et seq. This act

1 provides additional derivative remedies for all of the violations described in this Complaint.
2 Defendants ALFONSO SOLIS, MARC LOPEZ, MARIA PEREZ, and IRMA SOLIS are
3 individually liable for the violations herein alleged under PAGA and through, among other
4 provisions, California Labor Code § 558, which provides for individual liability for all persons
5 who violate or cause to be violated provisions of the California Labor Code and California
6 Regulations, including IWC wage orders.

7 **IV. FACTUAL BACKGROUND**

8 24. The claims of this lawsuit spring from a pattern of employer misconduct and
9 wrongdoing that is a characteristic of the labor system utilized by Defendants, where unpaid and
10 improperly paid labor, as alleged herein, is a common business practice. Defendants' actions in
11 this case demonstrate a systematic disregard for the rights afforded to Plaintiffs and the Class under
12 California wage and hour law. The following paragraphs detail specific violations of law giving
13 rise to this action.

14 25. For at least four years prior to the filing of this action and through to the present
15 (liability period for the UCL cause of action), EMPLOYER DEFENDANTS maintained and
16 enforced against PLAINTIFFS and the Class unlawful practices and policies in violation of
17 California wage and hour laws, including but not limited to:

- 18 a. forcing Class members, including PLAINTIFFS, to work "off the clock"
19 time without compensation, including but not limited to time spent pre- and
20 post-shift and time spent onsite during meal periods as required by
21 DEFENDANTS and under their control, in violation of California law and
22 public policy;
- 23 b. failing to provide Class members, including PLAINTIFFS, rest periods of at
24 least (10) minutes per four (4) hours worked, or major fraction thereof, and
25 failing to pay such employees one (1) hour of additional wages at the
26 employees' regular rate of compensation for each workday that the rest
27 period was not provided, in violation of California law and public policy;
- 28 c. requiring Class members, including PLAINTIFFS, to work at least five (5)

1 hours without a full, thirty-minute, uninterrupted meal period, and failing to
2 pay such employees one (1) hour of additional wages at the employees'
3 regular rate of compensation for each workday that the meal period was not
4 provided, in violation of California state laws and public policy;

5 d. failing to provide Class members, including PLAINTIFFS, with accurate
6 itemized wage statements in violation of California law and public policy;

7 e. failing to maintain accurate time-keeping records for Class members,
8 including PLAINTIFFS, in violation of California law and public policy;

9 f. failing to properly pay Class members, including PLAINTIFFS, time and a
10 half and double overtime pursuant to California Labor Code provisions and
11 Industrial Welfare Commission Wage Orders 5-2001 or 16-2001, in
12 violation of California law and public policy;

13 g. failing to reimburse Class members, including PLAINTIFFS, for expenses
14 incurred for the purchase and maintenance of uniforms, cleaning supplies
15 and protective gear, and/or mileage for the use of personal vehicles for travel
16 between worksites in violation of California law and public policy; and

17 h. failing to pay to Class members, including PLAINTIFFS, statutory penalties
18 pursuant to California Labor Code §§ 201, 202, 203, and 226, in violation of
19 California law and public policy.

20 26. On information and belief, EMPLOYER DEFENDANTS were on notice of the
21 improprieties alleged and/or has intentionally, deliberately, and willfully carried out these unlawful
22 and unfair business practices.

23 27. EMPLOYER DEFENDANTS have made it difficult to account with precision for
24 the unlawfully withheld wages due to PLAINTIFFS and the Class during all relevant times herein,
25 because EMPLOYER DEFENDANTS did not fully implement and preserve a record-keeping
26 method to accurately record all hours worked and wages earned by its employees as required for
27 non-exempt employees by California Labor Code §§ 226 and 1174(d), and Industrial Welfare
28 Commission Wage Orders 5 & 16.

1 **V. CLASS ACTION ALLEGATIONS**

2 28. PLAINTIFFS bring this action on behalf of themselves and all others similarly
3 situated as a class action pursuant to §382 of the Code of Civil Procedure. PLAINTIFFS seek to
4 represent the following “Class” composed of and defined as follows:

5 All non-exempt persons who are employed or have been employed by
6 DEFENDANTS in the State of California who, within four (4) years of the
7 filing of the original Complaint, have worked as non-exempt
8 Janitorial/Utility workers.

9 29. PLAINTIFFS reserve the right under Rule 1855(b), California Rules of Court, to
10 amend or modify the class description with greater specificity to further divide into subclasses or to
11 limit to particular issues.

12 30. This action has been brought and may properly be maintained as a class action
13 under the provisions of §382 of the Code of Civil Procedure because there is a well-defined
14 community of interest in the litigation and the proposed Class is easily ascertainable.

15 **A. Numerosity**

16 31. The potential members of the Class as defined are so numerous that joinder of all
17 the members of the Class is impracticable. While the precise number of Class Members has not
18 been determined at this time, PLAINTIFFS are informed and believes that DEFENDANTS have
19 employed dozens of janitorial/utility employees in the State of California and who are, or have
20 been, affected by DEFENDANTS’ unlawful practices as alleged herein.

21 32. Upon information and belief, PLAINTIFFS allege that DEFENDANTS’
22 employment records would provide information as to the number and location of all Class
23 Members. Joinder of all members of the proposed Class is not practicable.

24 **B. Commonality**

25 33. There are questions of law and fact common to the Class predominating over any
26 questions affecting only individual Class Members. These common questions of law and fact
27 include, without limitation:

- 28 a. Whether DEFENDANTS violated the California Labor Code, wage
 orders, and public policy by failing to compensate PLAINTIFFS and
 the other Class members for all hours worked;

- 1 b. Whether DEFENDANTS violated the California Labor Code, wage
2 orders, or public policy by failing to provide daily rest periods to
3 PLAINTIFFS and the other Class members for every four hours or
4 major fraction thereof worked and failing to compensate said employees
5 one hours of additional wages in lieu of each rest period denied;
- 6 c. Whether DEFENDANTS violated the California Labor Code, wage
7 orders, or public policy by failing to provide a meal period to
8 PLAINTIFFS and the other Class members on days they worked work
9 periods in excess of five hours and failing to compensate said
10 employees one hour additional wages in lieu of each meal period
11 denied, and by deducting for lunch periods that were not taken;
- 12 d. Whether DEFENDANTS violated the California Labor Code, wage
13 orders, or public policy by failing to reimburse employees for necessary
14 costs incurred by PALINTIFFS and the other Class members for the
15 purchase and maintenance of uniforms, cleaning supplies and protective
16 gear, and/or mileage for the use of personal vehicles for travel between
17 worksites;
- 18 e. Whether DEFENDANTS violated the California Labor Code, wage
19 orders, or public policy by failing to, among other things, maintain and
20 provide accurate records of PLAINTIFFS' and the other Class
21 members' earned wages and work periods, accurately itemizing in wage
22 statements all hours worked and wages earned, and accurately
23 maintaining records pertaining to PLAINTIFFS and the other Class
24 members;
- 25 f. Whether DEFENDANTS violated the California Labor Code, wage
26 orders, or public policy by failing to pay all earned wages and/or
27 premium wages due and owing at the time that any Class member's
28 employment with DEFENDANTS terminated;
- g. Whether DEFENDANTS violated the California Labor Code, wage
 orders, or public policy by willfully refusing to pay all wages due;

1 h. Whether DEFENDANTS committed unfair or unlawful business
2 practices in violation of section 17200 *et seq.* of the Business and
3 Professions Code.

4 **C. Typicality**

5 34. The claims of the named PLAINTIFFS are typical of the claims of the Class.
6 PLAINTIFFS and all members of the Class sustained injuries and damages arising out of and
7 caused by DEFENDANTS' common course of conduct in violation of California laws, regulations,
8 and public policy as alleged herein.

9 **D. Adequacy of Representation**

10 35. PLAINTIFFS will fairly and adequately represent and protect the interests of the
11 members of the Class. Counsel who represent PLAINTIFFS are competent and experienced in
12 litigating large employment class actions.

13 **E. Superiority of Class Action**

14 36. A class action is superior to other available means for the fair and efficient
15 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
16 questions of law and fact common to the Class predominate over any questions affecting only
17 individual members of the Class. Each member of the Class has been damaged and is entitled to
18 recovery by reason of DEFENDANTS' unlawful policy and/or practice of failing to compensate
19 Class Members for all wages earned and due and engaging in the other unlawful practices herein
20 complained of.

21 37. Class action treatment will allow those similarly situated persons to litigate their
22 claims in the manner that is most efficient and economical for the parties and the judicial system.
23 PLAINTIFFS are unaware of any difficulties that are likely to be encountered in the management
24 of this action that would preclude its maintenance as a class action.

1 **VI. CAUSES OF ACTION**

2 **FIRST CLAIM FOR RELIEF**

3 **FAILURE TO PAY MINIMUM WAGE**

4 (CAL. LAB. CODE §§ 1197, 1194(A), 1194.2 & WAGE ORDER 5)

5 (AGAINST EMPLOYER DEFENDANTS)

6 38. PLAINTIFFS incorporate all preceding paragraphs as though fully set forth herein.

7 39. California Labor Code §1197, entitled "Pay of Less Than Minimum Wage," states:

8 The minimum wage for employees fixed by the commission is the minimum wage
9 to be paid to employees, and the payment of a less wage than the minimum so fixed
10 is unlawful.

11 40. The applicable minimum wage fixed by the commission for janitor/utility workers
12 was set at six dollars and seventy five cents (\$6.75) per hour for all hours worked effective January
13 1, 2002, but has been amended. The minimum wage effective January 1, 2007 was \$7.50 per hour,
14 and the minimum wage has now been raised to \$8.00 per hour, effective January 1, 2008, \$9.00
15 effective July 1, 2014 and \$10 effective January 1, 2016.

16 41. The Defendants failed to pay minimum wage for all hours worked. In particular,
17 PLAINTIFFS and the Class were required to work on a schedule that did not take into account
18 actual hours worked. For example, PLAINTIFFS and the Class were not paid for the substantial
19 amount of time for having to work pre- and post-shift and for having to work through meal period
20 during their meal periods while under the control of Defendants and for the benefit of the same.
21 Regardless of the time at which PLAINTIFFS and Class members arrived at a particular jobsite,
22 they were not paid until the time predetermined by work schedules. Hours worked were not
23 accurately recorded, since Defendants do not provide a mechanism for recording time
24 contemporaneously as shifts actually begin and end. And Defendants systematically deducted a
25 30-minute meal period from each employee's workday, regardless of whether it was taken, and
26 consequently PLAINTIFFS and the Class were not compensated for time actually spent working.
27 These practices, among others, resulted in Defendants not paying the minimum wage for all hours
28 worked. This violation of California minimum wage law was substantial and occurred on a daily

1 basis due to Defendants' employment practices.

2 42. As a result of Defendants' violations of the minimum wage, by failing to record and
3 pay minimum wage for all hours worked, the EMPLOYER DEFENDANTS violated California
4 Labor Code §226(a), inaccurately stating gross wages earned, total hours work, deductions, net
5 wages and other issues as described above.

6 43. Defendants have the ability to pay minimum wages for all time worked but have
7 willfully refused to pay such wages, intending to secure instead a discount upon their indebtedness
8 to PLAINTIFFS and the Class for all hours worked, and intending to annoy harass, oppress, hinder
9 delay or defraud PLAINTIFFS and the Class, in violation of California Labor Code §226.6.

10 44. California Labor Code §226.6 states:

11 Any employer who knowingly and intentionally violates the provisions of Section
12 226 or 226.2, or any officer, agent, employee, fiduciary, or other person who has the
13 control, receipt, custody, or disposal of, or pays, the wages due any employee, and
14 who knowingly and intentionally participates or aids in the violation of any
15 provision of Section 226 or 226.2 is guilty of a misdemeanor and, upon conviction
thereof, shall be fined not more than one thousand dollars (\$1,000) or be imprisoned
not to exceed one year, or both, at the discretion of the court. That fine or
imprisonment, or both, shall be in addition to any other penalty provided by law.

16 The EMPLOYER DEFENDANTS' violation of § 226 also constitutes a misdemeanor, pursuant to
17 §226.6, a predicate violation of California Business & Profession Code §§ 17200, and a predicate
18 violation of Labor Code §2699.

19 45. The Minimum Wage provisions of California Labor Code are enforceable by
20 private civil action pursuant to California Labor Code §1194(a), which states:

21 Notwithstanding any agreement to work for a lesser wage, any employee receiving
22 less than the legal minimum wage or the legal overtime compensation applicable to
23 the employee is entitled to recover in a civil action the unpaid balance of the full
24 amount of this minimum wage or overtime compensation, including interest
thereon, reasonable attorney's fees and costs of suit.

25 As such, PLAINTIFFS and the Class may bring this action for minimum wages, interest, costs of
26 suit and attorney's fees pursuant to California Labor Code § 1194(a).

27 46. As described in California Labor Code § 1194.2, any such action incorporates the
28 applicable wage order of the California Labor Commission. California Labor Code § 1194.2

1 states:

2 In any action under Section 1194 ... to recover wages because of the payment of a
3 wage less than the minimum wages fixed by an order of the commission, an
4 employee shall be entitled to recover liquidated damages in an amount equal to the
wages unlawfully unpaid and interest thereon.

5 47. As described herein, this is an action under California Labor Code §1194 to recover
6 wages on account of Defendants' failure to pay minimum wages as described in California Labor
7 Code §§ 1197, 1194(a), 1194.2 and any applicable wage orders, including IWC Order 5.
8 Therefore, PLAINTIFFS and the Class are also entitled to recover liquidated damages in an
9 amount equal to the wages unlawfully unpaid and interest thereon. As a result, the EMPLOYER
10 DEFENDANTS are liable for these violations under these provisions.

11 48. WHEREFORE, PLAINTIFFS and the Class request relief as described herein and
12 below.

13 **SECOND CLAIM FOR RELIEF**

14 **FAILURE TO PAY OVERTIME COMPENSATION**
15 **(CALIFORNIA LABOR CODE §§ 510, 1194 & 1194.2)**

16 **(AGAINST EMPLOYER DEFENDANTS)**

17 49. PLAINTIFFS incorporate all preceding paragraphs as though fully set forth herein.

18 50. California Labor Code § 510(a) states:

19 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
20 one workday and any work in excess of 40 hours in any one work week and the first
21 eight hours worked on the seventh day of work in any one workweek shall be
22 compensated at the rate of no less than one and one-half times the regular rate of
23 pay for an employee. Any work in excess of 12 hours in one day shall be
24 compensated at the rate of no less than twice the regular rate of pay for an
employee. In addition, any work in excess of eight hours on any seventh day of a
workweek shall be compensated at the rate of no less than twice the regular rate of
pay of an employee.

25 *See also* California Labor Code § 1185; Industrial Welfare Commission Wage Orders 5 and 16.
26 California Labor Code § 500 defines, "Workday" and "Day" to mean any consecutive 24-hour
27 period commencing at the same time each calendar day, and defines "workweek" and "week" to
28 mean "any seven consecutive days starting with the same calendar day each week."

1 (b) If an employer fails to provide an employee a meal period or rest period in
2 accordance with an applicable order of the Industrial Welfare Commission, the
3 employer shall pay the employee one additional hour of pay at the employee's
4 regular rate of compensation for each work day that the meal or rest period is not
5 provided.

6 58. The applicable wage order issued by the Industrial Welfare Commission is Wage
7 Order 5, which states with regards to rest periods:

8 (A) Every employer shall authorize and permit all employees to take rest periods,
9 which insofar as practicable shall be in the middle of each work period. The
10 authorized rest period time shall be based on the total hours worked daily at the rate
11 of ten (10) minutes net rest time per four (4) hours or major fraction thereof.
12 However, a rest period need not be authorized for employees whose total daily work
13 time is less than three and one-half (3 1/2) hours. Authorized rest period time shall
14 be counted, as hours worked, for which there shall be no deduction from wages.

15 (B) If an employer fails to provide an employee a rest period in accordance with the
16 applicable provisions of this Order, the employer shall pay the employee one (1)
17 hour of pay at the employee's regular rate of compensation for each work day that
18 the rest period is not provided.

19 59. Defendants violated California law by failing to provide rest periods mandated by
20 Labor Code § 226.7 and Wage Orders 5 and others, and by failing to provide one hour pay at the
21 employees' regular rate of compensation for each work day that a required rest period was not
22 provided. As a result, the EMPLOYER DEFENDANTS are liable for these violations under these
23 provisions.

24 60. PLAINTIFFS and, on information and belief, the Class did not voluntarily or
25 willfully waive rest periods. Any express or implied waivers obtained from PLAINTIFFS and
26 Class members were not willfully obtained, was not voluntarily agreed to, was a condition of
27 employment, or part of a contract of an unlawful adhesion.

28 61. By failing to keep adequate time records required by sections 226 and 1174(d) of
the Labor Code, Defendants have injured PLAINTIFFS and the Class and made it difficult to
calculate the unpaid rest period compensation due PLAINTIFFS and the Class.

62. As a result of the unlawful acts of Defendants, PLAINTIFFS and the Class have
been deprived of premium wages in amounts to be determined at trial, and is entitled to recovery of

1 such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code
2 §§203, 226, 226.7, 512, 1194, and Wage Order 5, and others. As a result, the EMPLOYER
3 DEFENDANTS are liable for these violations under these provisions.

4 63. WHEREFORE, PLAINTIFFS and the Class request relief as described herein and
5 below.

6 **FOURTH CLAIM FOR RELIEF**

7 **FAILURE TO PROVIDE MEAL PERIODS OR PAY ADDITIONAL WAGES IN LIEU**
8 **THEREOF**

9 (CALIFORNIA LABOR CODE §§ 226.7, 512)

10 (AGAINST EMPLOYER DEFENDANTS)

11 64. PLAINTIFFS incorporate all preceding paragraphs as though fully set forth herein.

12 65. PLAINTIFFS and, on information and belief, the Class were not afforded meal
13 periods as required by California law, since they were routinely required to work five hours or
14 more without a full, thirty minute, uninterrupted meal period, and they were not compensated for
15 these missed meal periods.

16 66. California Labor Code §226.7 states:

17 (a) No employer shall require any employee to work during any meal or rest period
18 mandated by an applicable order of the Industrial Welfare Commission.

19 (b) If an employer fails to provide an employee a meal period or rest period in
20 accordance with an applicable order of the Industrial Welfare Commission, the
21 employer shall pay the employee one additional hour of pay at the employee's
regular rate of compensation for each work day that the meal or rest period is not
provided.

22 67. The applicable wage order issued by the Industrial Welfare Commission is Wage
23 Order 5. Wage Order 5 states with regards to meal periods:

24 (A) No employer shall employ any person for a work period of more than five
25 (5) hours without a meal period of not less than 30 minutes, except that when a
26 work period of not more than six (6) hours will complete the day's work the meal
27 period may be waived by mutual consent of the employer and employee. Unless the
28 employee is relieved of all duty during a 30-minute meal period, the meal period
shall be considered an "on duty" meal period and counted as time worked. An "on
duty meal period shall be permitted only when the nature of the work prevents an
employee from being relieved of all duty and when by written agreement between

1 the parties an on-the-job paid meal period is agreed to. The written agreement shall
2 state that the employee may, in writing, revoke the agreement at any time.

3 (B) If an employer fails to provide an employee a meal period in accordance
4 with the applicable provisions of this Order, the employer shall pay the employee
one (1) hour of pay at the employee's regular rate of compensation for each work
day that the meal period is not provided.

5 A similar provision is contained at California Labor Code § 512.

6 68. In this case, there was no mutual waiver of meal period and employees worked for
7 periods of more than five hours without an off-duty meal period of at least 30 minutes. As noted
8 above, Defendants violated California law by failing to provide meal periods mandated by Labor
9 Code § 226.7 and the wage orders. As such, EMPLOYER DEFENDANTS are liable for one hour
10 of pay at the employee's regular rate of compensation for each workday that meal periods were not
11 provided.

12 69. As noted above, Defendants violated California law by failing to provide the meal
13 and rest periods mandated by Labor Code § 226.7 and Wage Orders 5, and by failing to provide
14 one hour pay at the employees' regular rate of compensation for each work day that the meal
15 period was not provided.

16 70. PLAINTIFFS and, on information and belief, the Class did not voluntarily or
17 willfully waive meal periods. Any express or implied waivers obtained from PLAINTIFFS and
18 the Class was not willfully obtained, was not voluntarily agreed to, was a condition of
19 employment, or part of a contract of an unlawful adhesion.

20 71. By failing to keep adequate time records required by sections 226 and 1174(d) of
21 the Labor Code, Defendants have injured PLAINTIFFS and the CLASS and made it difficult to
22 calculate the unpaid meal period compensation due PLAINTIFFS and the Class.

23 72. As a result of the unlawful acts of Defendants, PLAINTIFFS and the Class have
24 been deprived of premium wages in amounts to be determined at trial, and is entitled to recovery of
25 such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code
26 §§203, 226, 226.7, 512, 1194, and the Wage Orders. As a result, the EMPLOYER
27 DEFENDANTS are liable for these violations under these provisions.
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1 73. WHEREFORE, PLAINTIFFS and the Class request relief as described herein and
2 below.

3 **FIFTH CLAIM FOR RELIEF**

4 **FAILURE TO INDEMNIFY EMPLOYEES FOR ALL NECESSARY EXPENDITURES OR**
5 **LOSSES INCURRED**

6 (LABOR CODE § 2802)

7 (AGAINST EMPLOYER DEFENDANTS)

8 74. PLAINTIFFS incorporate all preceding paragraphs as though fully set forth herein.

9 75. Labor Code § 2802 required EMPLOYER Defendants to indemnify PLAINTIFFS
10 and the Class for all necessary expenditures or losses incurred by these employees in direct
11 consequence of the discharge of his or her duties.

12 76. PLAINTIFFS and the Class were required to provide their own uniforms necessary
13 to perform their duties and maintained them, provide cleaning supplies and protective gear as
14 directed by Defendants, and/or were required to use their personal vehicles for travel between
15 worksites without reimbursement by Defendants for mileage/cost incurred for said use.

16 77. EMPLOYER DEFENDANTS failed to provide to PLAINTIFFS and the Class
17 with all cleaning supplies, protective gear, and/or failed to provide transportation between
18 worksites that were necessary to perform their duties as directed by Defendants and further failed
19 to indemnify PLAINTIFFS and the Class for all necessary expenditures and losses incurred by
20 PLAINTIFFS and the Class for the benefit of the EMPLOYER DEFENDANTS and to their
21 detriment. As a result, PLAINTIFFS and the Class were required to supply all their own cleaning
22 supplies, protective gear and/or transportation between worksites. Defendants did not provide all
23 required cleaning supplies, protective gear, and/or transportation between worksites and did not
24 reimburse PLAINTIFFS and the Class for said expenses.

25 78. As a direct and proximate cause of Defendants' failure to indemnify employees,
26 PLAINTIFFS and the CLASS incurred out of pocket expenses and suffered a loss of wages in an
27 amount to be proven at trial. As a result, the EMPLOYER DEFENDANTS are liable for these
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violations under these provisions.

SIXTH CLAIM FOR RELIEF

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

(LABOR CODE §§ 226(b), 1174, 1175)

(AGAINST EMPLOYER DEFENDANTS)

79. PLAINTIFFS incorporate all preceding paragraphs as though fully set forth herein.

80. California Labor Code Section 226(a) states:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing

- i) gross wages earned,
- ii) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,
- iii) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
- iv) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,
- v) net wages earned,
- vi) the inclusive dates of the period for which the employee is paid,
- vii) the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement,
- viii) the name and address of the legal entity that is the employer, and
- ix) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by

1 the employer for at least three years at the place of employment or at a
2 central location within the State of California.

3 81. Defendants failed to provide “accurate itemized statements” to employees,
4 including PLAINTIFFS and the Class, because the wage statements:

5 a. Falsely understated the gross wages earned, since the amount did not
6 account for all hours worked; and

7 b. Omitted or falsely understated the total hours worked by PLAINTIFFS and
8 the Class, by under-reporting or ignoring the total of hours actually worked, and
9 because there was no system for employees to record hours contemporaneously as
10 they began, ended and worked their shifts.

11 As a result, the wage statements also falsely understated the “number of hours worked at
12 each hourly rate” and falsely stated the net wages earned.

13 82. California Labor Code § 226(e) and (g) provide for the remedy for the violations
14 described above:

15 (e) An employee suffering injury as a result of a knowing and intentional failure by
16 an employer to comply with subdivision (a) is entitled to recover the greater of all
17 actual damages or fifty dollars (\$50) for the initial pay period in which a violation
18 occurs and one hundred dollars (\$100) per employee for each violation in a
19 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars
20 (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

21 (g) An employee may also bring an action for injunctive relief to ensure compliance
22 with this section, and is entitled to an award of costs and reasonable attorney's fees.

23 83. Section 1174 of the California Labor Code, and Section 7 of Wage Order 5, require
24 EMPLOYER DEFENDANTS to maintain and preserve, in a centralized location, among other
25 items, records showing the names and addresses of all employees employed, payroll records
26 showing the hours worked daily by and the wages paid to its employees. The Wage Orders also
27 require that the employer keep accurate information showing when each employee begins and ends
28 each work period, meal periods, and total daily hours worked.” Defendants have created a uniform
practice of knowingly and intentionally failing to comply with Labor Code § 1174. EMPLOYER
DEFENDANTS’ failure to comply with Labor Code § 1174 is unlawful pursuant to Labor Code §
1175. When an employer fails to keep such records, employees may establish the hours worked
solely by their testimony and the burden of overcoming such testimony shifts to the employer.

1 Hernandez v. Mendoza, 199 Cal. App. 3d 721 (1988).

2 84. By failing to keep adequate time records required by §§ 226 and 1174 (d) of the
3 Labor Code, Defendants have injured PLAINTIFFS and the Class and made it difficult to calculate
4 the unpaid wages due, and PLAINTIFFS and the Class are entitled to up to \$4,000.00 in penalties.

5 85. WHEREFORE, PLAINTIFFS requests relief as described herein and below on
6 behalf of the Class.

7 **SEVENTH CLAIM FOR RELIEF**

8 **FAILURE TO PAY ALL WAGES OWED UPON TERMINATION OR RESIGNATION**
9 **(CALIFORNIA LABOR CODE §§ 201, 202 & 203)**

10 **(AGAINST EMPLOYER DEFENDANTS)**

11 86. PLAINTIFFS incorporate all preceding paragraphs as though fully set forth herein.

12 87. California Labor Code §§ 201 and 202 provide for immediate payment of all wages
13 owed at termination of employment.

14 88. Defendants required PLAINTIFFS and the Class to work without compensating
15 them for all wages as described in this complaint and failed to pay these wages at the termination
16 of these employees. Consequently, EMPLOYER DEFENDANTS have violated California Labor
17 Code §§ 201 and/or 202.

18 89. California Labor Code §203 states:

19 If an employer willfully fails to pay, without abatement or reduction, in accordance
20 with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is
21 discharged or who quits, the wages of the employee shall continue as a penalty from
22 the due date thereof at the same rate until paid or until an action therefor is
23 commenced; but the wages shall not continue for more than 30 days. An employee
24 who secretes or absents himself or herself to avoid payment to him or her, or who
25 refuses to receive the payment when fully tendered to him or her, including any
26 penalty then accrued under this section, is not entitled to any benefit under this
27 section for the time during which he or she so avoids payment. Suit may be filed for
28 these penalties at any time before the expiration of the statute of limitations on an
action for the wages from which the penalties arise.

26 90. Defendants willfully failed to pay all wages due as the failure to pay was not
27 inadvertent or accidental. As a result, PLAINTIFFS and the Class are entitled to 30 days' wages.

1 “30 days wages” is calculated pursuant to California case law as 30 working days and not merely a
2 month’s wages.

3 91. In calculating 30 days wages pursuant to California Labor Code § 203,
4 PLAINTIFFS and the Class are entitled to compensation for all forms of wages earned (even if not
5 properly paid), including, but not limited to, compensation for unprovided rest periods and
6 unprovided meal periods, compensation for work done at hourly rates below the minimum and
7 overtime wages, and other compensation due but not received.

8 92. More than 30 working days have passed since PLAINTIFFS and many members of
9 the Class have has left EMPLOYER DEFENDANTS’ employ, and despite this, they have not
10 received payment pursuant to Labor Code § 203. As a consequence of Defendants’ willful conduct
11 in not paying all earned wages, PLAINTIFFS and the Class are entitled to 30 days’ wages as a
12 penalty under Labor Code § 203 for failure to pay legal wages. As a result, the EMPLOYER
13 DEFENDANTS are liable for these violations under these provisions.

14 93. WHEREFORE, PLAINTIFFS and the Class seek the relief as described herein and
15 below.

16 **EIGHTH CLAIM FOR RELIEF**

17 **VIOLATION OF UNFAIR COMPETITION LAW**
18 **(CALIFORNIA BUS. & PROF. CODE §§ 17200 *ET SEQ.*)**

19 **(AGAINST EMPLOYER DEFENDANTS)**

20 94. PLAINTIFFS incorporate all preceding paragraphs as though fully set forth herein.

21 95. On information and belief, by their policies described above, Defendants engaged in
22 unlawful activity prohibited by Business and Professions Code §§ 17200 et seq. The actions of
23 Defendants as alleged within this Complaint, constitute unlawful and unfair business practices,
24 within the meaning of Business and Professions Code §§ 17200 et seq and have suffered injury and
25 have lost money or property as a result of Defendants failure to comply with well established labor
26 laws.

27 96. As a result of their unlawful acts, EMPLOYER DEFENDANTS have reaped and
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1 continue to reap unfair benefits and unlawful profits at the expense of PLAINTIFFS and the Class.
2 The EMPLOYER DEFENDANTS should be enjoined from this activity and made to disgorge
3 these ill-gotten gains and restore to PLAINTIFFS and the Class the wrongfully withheld wages
4 pursuant to Business and Professions Code § 17203. PLAINTIFFS are informed and believe and
5 thereon allege that Defendants are unjustly enriched through these unlawful practices.

6 97. The unlawful conduct alleged herein is continuing, and there is no indication that
7 Defendants will not continue such activity in the future. PLAINTIFFS allege that if the
8 EMPLOYER DEFENDANTS are not enjoined from the conduct set forth in this Complaint, the
9 Defendants will continue these violations.

10 98. PLAINTIFFS further request that the court issue a preliminary and permanent
11 injunction requiring EMPLOYER DEFENDANTS to comply with the recording keeping
12 requirements under California Labor Laws and providing required safety equipment.

13 99. WHEREFORE, PLAINTIFFS for themselves and the Class they seek to represent
14 request injunctive, declaratory, and restitutionary relief as described herein and below.

15 **NINTH CLAIM FOR RELIEF**

16 **VIOLATIONS OF LABOR CODE PRIVATE ATTORNEYS GENERAL ACT**
17 **(CALIFORNIA LABOR CODE §§ 2698 *ET SEQ.*)**

18 **(AGAINST PAGA DEFENDANTS AND EMPLOYER DEFENDANTS)**

19 100. PLAINTIFFS incorporate all preceding paragraphs as though fully set forth herein.

20 101. PLAINTIFFS will bring this claim for themselves and other current and former
21 employees, as expressly authorized by Labor Code §§ 2699 et seq. PAGA is an enforcement
22 action that empowers an aggrieved employee to seek penalties on behalf of themselves, current and
23 former employees and the State, without the need to certify a class. For purposes of this claim only,
24 therefore, PLAINTIFFS will bring this claim for themselves and other current and former
25 employees and need not comply with Class Action Certification.

26 102. PLAINTIFFS are aggrieved employees as defined in Labor Code §2699(a). They
27 will bring this cause on behalf of themselves and other current or former aggrieved employees
28 affected by the labor law violations alleged in this complaint.

1 103. The pre-lawsuit notice requirements set forth in Labor Code § 2699.3 will be
2 satisfied by written notice by certified mail to all Defendants and to the Labor and Workforce
3 Development Agency, detailing the Labor Code and IWC Wage Order violations averred herein.
4 PLAINTIFFS will amend their Complaint should the LWDA refuse to timely investigate these
5 violations.

6 104. PLAINTIFFS will seek civil penalties as provided under applicable Labor Code
7 sections for violations of the Labor Code alleged herein pursuant to Labor Code § 2699(a). To the
8 extent that any violation alleged herein does not carry a penalty, PLAINTIFFS will seek civil
9 penalties pursuant to Labor Code § 2699(f) for PLAINTIFFS, other current or former employees
10 and the State for violations of those sections.

11 105. Labor Code § 2699(f) provides:

12 For all provisions of this code except those for which a civil penalty is
13 specifically provided, there is established a civil penalty for a violation
14 of these provisions, as follows: . . . (2) If, at the time of the alleged
15 violation, the person employs one or more employees, the civil penalty is
one hundred dollars (\$100) for each aggrieved employee per pay period
for the initial violation and two hundred dollars (\$200) for each
aggrieved employee per pay period for each subsequent violation.

16 106. PLAINTIFFS will seek penalties due from Defendants on behalf of themselves,
17 other aggrieved employees and the State, as provided by Labor Code § 2699(i), including but not
18 limited to, penalties due pursuant to Labor Code § 558(a) as a result of Defendants' violation of the
19 provisions of the Labor Code and the Wage Orders.

20 107. All Defendants are liable to PLAINTIFFS and "other current or former employees
21 and the state" for the civil penalties arising from the violations alleged in this Complaint.
22 PLAINTIFFS are also entitled to an award of attorneys' fees and costs as set forth below.

23 108. This cause of action is the only cause of action brought against all Defendants. For
24 the EMPLOYER DEFENDANTS both for liability as employers as well as for causing the
25 violations. For the PAGA defendants this is brought in their role as causing the violations.

26 109. PLAINTIFFS, and on behalf of themselves and other current or former employees,
27 request relief as described below.
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VI. PRAYER

110. WHEREFORE, PLAINTIFFS pray for judgment for PLAINTIFFS and the Class as follows:

1. For compensatory damages in an amount according to proof with interest thereon;
2. For economic and/or special damages in an amount according to proof with interest thereon;
3. For a declaratory judgment that Defendants violated the rights of PLAINTIFFS and the Class under the California Labor Code, and applicable wage orders as set forth in the preceding paragraphs;
4. For an award to PLAINTIFFS and the Class of statutory damages or, in the alternative, actual damages for Defendants' violations of the California Labor Code;
5. That Defendants be found to have engaged in unfair competition in violation of California Business and Professions Code §§ 17200 *et seq.*;
6. That DEFENDANT EMPLOYERS be ordered and enjoined to make restitution to PLAINTIFFS and the Class due to their unfair competition, including restitutionary disgorgement of their wrongfully-obtained revenues, earnings, profits, compensation, and benefits, pursuant to California Business and Professions Code §§ 17203 and 17204;
7. That DEFENDANT EMPLOYERS be enjoined from continuing the unlawful course of conduct alleged herein;
8. For premium pay and statutory penalties pursuant to Labor Code § 203, excluding any penalties available solely through the procedures detailed in Labor Code §§ 2698 *et seq.*;
9. For premium wages pursuant to Labor Code §§ 226 and 226.7;
10. For minimum wages pursuant to Labor Code §§ 1197, 1194(a), 1194.2, and the Wage Orders;
11. For liquidated damages pursuant to the Labor Code § 1194.2;
12. For penalties pursuant to Labor Code § 226.

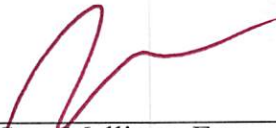
- 1 13. For attorneys' fees, interests, and costs of suit under the California Labor Code
2 including §§ 226, 1194, and pursuant to the private attorney provisions of California
3 Code of Civil Procedure § 1021.5 and PAGA Labor Code §§ 2698 *et seq.*
4 14. For unpaid wages, liquidated damages, penalties and other relief as provided by the
5 California Labor Code.
6 15. For such other and further relief as the Court deems just and proper excluding any
7 penalties available solely through the procedures detailed in Labor Code §§ 2698 *et seq.*
8 16. For penalties for the State, Plaintiffs and other current or former employees
9 pursuant to the Labor Code Private Attorney General Act.
10 17. For wages under Labor Code §§ 2698 *et seq.* and the underlying predicate
11 violations such as LC §§ 558 and 1197.1 and others.
12

13 **VII. DEMAND FOR JURY TRIAL**

14 111. PLAINTIFFS hereby demand trial of their claims and of the Class by jury to the
15 extent authorized by law.
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21 Dated: July 22, 2016

MALLISON & MARTINEZ

22
23 By: 

24 Stan Mallison, Esq.
25 Attorneys for Plaintiffs
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SS.

On July 22, 2016, I served the documents described as:

on ***Interested Parties at the following*** addresses:

Attorneys for Defendants