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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

Chase McCartney, individually and on
behalf of all similarly situated individuals,

Plaintiff,

vs.

Vasko Electric, Inc., a California
limited liability company; and **Does 1-**
100;

Defendants.

CASE NO. **25CV002553**

CLASS ACTION COMPLAINT FOR:

- 1) Failure to Pay Minimum Wages;**
- 2) Failure to Pay Overtime Wages;**
- 3) Failure to Provide Rest Periods or Premium Pay in Lieu Thereof;**
- 4) Failure to Provide Meal Periods or Premium Pay in Lieu Thereof;**
- 5) Failure to Reimburse Necessary Business Expenses;**
- 6) Failure to Provide and Maintain Accurate Records;**
- 7) Failure to Timely Pay Wages After Employment; and**
- 8) Violation of California Business & Professions Code §§ 17200, et seq.;**

Jury Trial Requested

1 Plaintiff hereby brings this action on behalf of himself and all other similarly situated cur-
2 rent and former employees, by and through his counsel of record, and alleges as follows:

3 **PARTIES**

4 1. At all relevant times for this Complaint, Plaintiff Chase McCartney (“Plaintiff”) has
5 been a resident of El Dorado County, California. Plaintiff was employed as an hourly non-exempt
6 employee by Vasko Electric, Inc. from approximately April 11, 2023 to August 2, 2024. Plaintiff
7 was subject to the policies and practices described in this complaint at all times during his em-
8 ployment with Vasko Electric, Inc.

9 2. Defendant Vasko Electric, Inc. (“Defendant” or “Vasko”) is a California corporation
10 and an electrical contractor in the Sacramento region. On information and belief, Vasko employs
11 at least 50 hourly, non-exempt employees. Vasko’s principal place of business is 4300 Astoria
12 Street, Sacramento, CA 95838.

13 3. Plaintiff is not currently aware of the names and true identities of defendants Does
14 1-100, inclusive, (hereinafter “Doe Defendants” together with Defendant Vasko (“Defendants”).
15 Plaintiff reserves the right to amend this complaint to allege their true names and capacities when
16 this information is available. Each Doe defendant is responsible for the damages alleged pursuant
17 to each of the causes of action asserted, either through its own conduct, or vicariously through the
18 conduct of others. All further references in this complaint to any of the named Defendants includes
19 the fictitiously named defendants.

20 4. At all times alleged, each Defendant was an agent, servant, joint employer, employee,
21 partner, and/or joint venture of every other Defendant and was acting within the scope of the
22 Defendants’ relationship. Moreover, the conduct of every Defendant was ratified by each other
23 Defendant.

24 **VENUE AND JURISDICTION**

25 5. The court has jurisdiction over all causes of action in this complaint pursuant to Ar-
26 ticle VI, § 10 of the California Constitution. No federal question is at issue; Plaintiff relies solely on
27 California statutes and law, including the Labor Code and the Business & Professions Code. Be-
28 cause Plaintiff was employed by Defendants and Defendants transact business within Sacramento

County, Defendants are within the jurisdiction of the court for service of process. Moreover, Business & Professions Code § 17204 provides that any person acting on their own behalf may bring an action in any court of competent jurisdiction.

6. Venue as to Defendants is proper in this Superior Court pursuant to California Code of Civil Procedure § 395. The unlawful acts alleged have directly affected Plaintiff in Sacramento County, where he was employed by Defendants and earned the wages at issue in this action. Accordingly, this Court maintains appropriate jurisdiction over this dispute.

CLASS ACTION ALLEGATIONS

7. Vasco Electric, Inc. (“Vasco”) is an electric contractor located in Sacramento County that specializes in design-build work on both private and public projects.

8. At all times relevant to this Complaint, Defendants have implemented a uniform policy that results in Class Members being consistently denied minimum wages compensation for all hours worked. Upon information and belief, rather than paying wages based on time actually worked, Defendants made employees consistently log eight hours worked regardless of their actual time worked in a given shift. This “rounding” policy resulted in systemic underpayment of employee wages over time and in the aggregate.

9. Further, Defendant’s foreman had a practice of deleting its employees overtime hours worked if the overtime did not exceed one hour. As such, employees were not paid for overtime work in intervals of less than an hour, which, upon information and belief, they were required to work on a consistent basis.

10. At all times relevant to this complaint, Defendants implemented a company-wide policy that failed to authorize and permit Plaintiff and Class Members to take compliant, off-duty rest periods.

11. Specifically, Defendants’ policies or practices mandate that employees remain on premises and responsive to work calls during their rest periods. These policies prohibited employees from using rest periods in the manner of their choosing, free from their employer’s dominion and control.

12. Defendants also failed to provide the requisite number of separate rest periods in a

1 given shift. Instead of providing two 10-minute paid rest periods, Defendants' practice and policy
2 was to impermissibly provide a single, paid 20-minute rest break for shifts in excess of 6 hours for
3 no reason other than Defendants' convenience. *See Rodriguez v. E.M.E., Inc.*, 246 Cal. App. 4th
4 1027, 1040 (2016) ("[W]e conclude that a departure from the preferred schedule is permissible
5 only when the departure (1) will not unduly affect employee welfare and (2) is tailored to alleviate
6 a material burden that would be imposed on the employer by implementing the preferred sched-
7 ule.").

8 13. Defendants also had a policy of refusing to compensate employees with one hour of
9 premium pay for shifts in which compliant rest periods were not provided. Though Plaintiff and
10 the Class worked shifts without compliant rest breaks, Defendant did not pay all rest break premi-
11 ums as required by law.

12 14. Defendants have also consistently denied their non-exempt employees the oppor-
13 tunity to take compliant 30-minute meal periods in accordance with these mandates. Upon infor-
14 mation and belief, numerous Class Members, including Plaintiff, were required to work through,
15 interrupt or cut short their meal periods, or remain on duty and under Defendants' control during
16 their meal periods (including on some projects being denied the ability to leave the jobsite during
17 his meal period).

18 15. Moreover, Defendants did not pay Plaintiffs and Class Members for all meal period
19 premium wages when they were missed, interrupted by work, and taken late. Upon information
20 and belief, Defendants engaged in a systematic company-wide policy to not pay all meal period
21 premiums for Plaintiffs and Class Members, regardless of whether they were able to take a com-
22 pliant meal period.

23 16. Upon information and belief, many of these overtime and meal and rest period vio-
24 lations occurred because Defendant purposefully understaffed to reduce its overhead. This re-
25 quired employees to work on their off hours to meet operational needs that could not be timely
26 completed with the level of staffing at Defendant. As part of this understaffing, Defendant imple-
27 mented a uniform policy and practice whereby employees were required and pressured to respond
28 to work-related communications even on their days off.

17. Additionally, employees were not reimbursed for necessary business expenditures, such as using their cellular phones or mileage to discharge their duties.

18. These various policies and practices resulted in the Class being deprived of meal and rest periods, being deprived of at least minimum wage, and/or being deprived of earned overtime wages for all hours worked. Plaintiff therefore brings this action on behalf of himself and as a class action on behalf of the following defined Class:

Non-Exempt Employee Class:

All persons who worked at least one 3.5-hour shift as a non-exempt employee in the State of California from the period four years prior to the filing of the Action and the date of trial ("Class").

19. Common methods of proof exist for determining these issues on a class-wide basis, including but not limited to, Defendants' employment records, payroll records, timesheets, policies, and disciplinary records.

20. **Numerosity.** Plaintiff is informed and believes that, during the class period, at least 100 Class Members have been employed as non-exempt employees by Defendants within the state of California. The number of Class Members is sufficiently numerous such that joinder of all members is impossible or impracticable.

21. **Typicality.** Plaintiff's claims are typical of all Class Members. Plaintiff, like all other Class Members, was subjected to the policies and practices set forth above. Plaintiff's job duties were typical of Class Members in all relevant respects.

22. **Adequacy.** There are no material conflicts between the claims of the representative Plaintiff and Class Members that would make class certification inappropriate. Plaintiff understands her obligation to inform the Court of any relationship, conflicts, or differences with any Class Member. Plaintiff will fairly and adequately protect the interests of the Class Members. Plaintiff is invested in redressing Defendants' illegal practices on behalf of all Class Members. Moreover, Plaintiff has retained competent counsel experienced in both class action and employment litigation. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement, and will vigorously assert the claims of all

Class Members. Plaintiff has incurred, and will continue to incur, costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.

23. **Existence and Predominance of Common Issues.** Common questions of law and fact exist as to all Class Members and predominate over issues affecting individual Class Members, including, but not limited to:

a. Whether Defendants had a common policy and/or practice of accurately recording non-exempt employees' time worked;

b. Whether Defendants had a common policy and/or practice of rounding non-exempt employees' time records to the detriment of those employees;

c. Whether Defendants had a common policy and/or practice of requiring Plaintiff and Class Members to remain under Defendants' control and direction while off-the-clock;

d. Whether Defendants unlawfully and/or willfully failed to compensate Plaintiff and Class Members at a minimum wage for all hours worked;

e. Whether Defendants unlawfully and/or willfully failed to compensate Plaintiff and Class Members required overtime wages;

f. Whether Defendants have a common policy and/or practice of authorizing compliant meal periods to all non-exempt employees;

g. Whether Defendants have a common policy and/or practice of permitting compliant rest periods to all non-exempt employees;

h. Whether Defendants have a common policy and/or practice of depriving Plaintiff and Class Members of compliant, off-duty meal and/or rest periods;

i. Whether Defendants unlawfully and/or willfully deprived Plaintiff and Class Members of compliant, off-duty meal and/or rest periods;

j. Whether Defendants paid Plaintiff and Class Members all required premium wages for non-compliant meal and/or rest periods;

k. Whether Defendants unlawfully and/or willfully failed to reimburse all

1 necessary business expenses;

2 l. Whether Defendants have a common policy and/or practice of failing to
3 maintain accurate payroll records in the State of California;

4 m. Whether Defendants unlawfully and/or willfully failed to maintain accurate
5 payroll records in the State of California;

6 n. Whether Defendants have a policy and/or practice of failing to provide
7 accurate wage statements reflecting hours worked and wages earned to Plaintiff and Class
8 Members;

9 o. Whether Defendants unlawfully and/or willfully failed to provide accurate
10 wage statements reflecting hours worked and wages earned to Plaintiff and Class Members;

11 p. Whether Defendants have a policy and/or practice of failing to timely pay
12 wages during employment in violation of Labor Code §§ 204 and 210.

13 q. Whether Defendants have a policy and/or practice of failing to pay Plaintiff
14 and Class Members final wages owed upon termination;

15 r. Whether Defendants unlawfully and/or willfully failed to promptly pay
16 compensation due to Plaintiff and Class Members upon termination of employment in
17 violation of Labor Code §§ 201, 202, and 203;

18 s. Whether Plaintiff and Class Members sustained damages as a result of any of
19 the aforementioned violations, and, if so, the proper measure of those damages, including
20 interest, penalties, costs, attorneys' fees, and equitable relief;

21 t. Whether Defendants violated the Unfair Competition Law, Cal. Bus. & Prof.
22 Code § 17200, *et seq.*, by violating the above provisions of law; and

23 u. Whether Defendants violated the Unfair Competition Law, Cal. Bus. & Prof.
24 Code § 17200, *et seq.*, by treating Plaintiff and Class Members unfairly by depriving them
25 of rest and/or meal periods, failing to provide them with compensation in lieu of meal
26 and/or rest periods, failing to compensate them for all wages earned, failing to timely pay
27 wages owed, failing to pay wages upon termination, failing to furnish accurate and timely
28 itemized wage statements upon payment of wages, and failing to pay all compensation due

1 upon discharge.

2 24. **Superiority.** A class action is superior to other available means for the fair and
3 efficient adjudication of this dispute. The damages suffered by individual Class Members, while
4 substantial, are small compared to the burden and expense of individual prosecution of the com-
5 plex and expensive litigation necessary to address Defendants' conduct. Even if Class Members
6 themselves could afford individual litigation, the court system would be overwhelmed by individ-
7 ual lawsuits if all Class Members sought redress. In addition, individualized litigation increases
8 the delay and expense to all parties and to the court system resulting from the complex legal and
9 factual issues of this case. Individualized litigation also presents a potential for inconsistent or
10 contradictory judgments. By contrast, the class action device presents far fewer management dif-
11 ficulties; it allows the hearing of claims which might otherwise go unaddressed because of the
12 relative expense of bringing individual lawsuits, and it provides the benefits of single adjudication,
13 economies of scale, and comprehensive supervision by a single court. Plaintiff contemplates
14 providing individual notice to members of the Class through Defendants' records.

15 **CAUSES OF ACTION**

16 **FIRST CAUSE OF ACTION**

17 ***California Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198***

18 ***Failure to Pay Minimum Wages***

19 **(Plaintiff and Class Against Defendants)**

20 25. Plaintiff repeats and incorporates by reference all allegations contained in the pre-
21 ceding paragraphs as if fully set forth herein.

22 26. California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that pay-
23 ment of a wage less than the minimum wage as set by statute, commission, or by the general pre-
24 vailing rate is unlawful. Compensable work time is defined in Wage Order No. 4 as "the time dur-
25 ing which an employee is subject to the control of an employer, and includes all the time the em-
26 ployee is suffered or permitted to work, whether or not required to do so." Code. Regs. tit. 8, §
27 11050(2)(K) (defining "Hours Worked").

28 27. Defendants failed to compensate Plaintiff and the Class for all hours worked because

Defendants had a policy and/or practice whereby they required and/or pressured Class Members work off-the-clock and/or failed to record all time worked by Class Members; and, as a matter of common policy and practice, failed to pay Plaintiff and Class Members at least minimum wages for all hours worked.

28. Defendants' failure to pay Plaintiff and Class Members minimum wages for all hours worked violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

29. Pursuant to California Labor Code section 1194.2, Plaintiff and Class Members are entitled to recover the amount of underpaid wages, plus liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon, along with other applicable penalties.

SECOND CAUSE OF ACTION

California Labor Code §§ 510 and 1198

Failure to Pay Overtime Wages

(Class Against Defendants)

30. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

31. California Labor Code sections 510, 1198, and Industrial Wage Order No. 4 provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

32. Specifically, Industrial Wage Order No. 4 states that Defendant was required to pay Plaintiff and Class Members working more than eight hours in a day or more than forty hours in a workweek, at the rate of time and one-half (1½) for all hours worked in excess of eight hours in a day or more than forty hours in a workweek.

33. Throughout the Class Period, Class Members were not paid overtime premiums for all of the hours they worked in excess of eight hours in a day, in excess of twelve hours in a day, in excess of eight hours on the seventh consecutive day of work in a workweek, and/or in excess of forty hours in a week, because all hours worked were not recorded as compensable time as a direct consequence of Defendants' policies and practices.

34. As a result, Class Members were not paid overtime wages for all of the overtime hours they worked. Pursuant to Labor Code section 1194, Class Members are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys' fees, and applicable civil penalties.

THIRD CAUSE OF ACTION

California Labor Code §§ 226.7 and 1198

Failure to Provide Rest Periods or Premium Pay in Lieu thereof

(Plaintiff and Class Against Defendants)

35. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

36. At all times relevant to this complaint, Defendant knew it was obligated to provide compliant rest breaks to its non-exempt employees pursuant to Labor Code § 226.7.

37. Labor Code § 226.7 provides:

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

(b) If any employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the 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.

38. Labor Code § 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any rest or meal period mandated by an applicable order of the IWC, including Wage Order No. 1. Employers must authorize and permit employees to be relieved of all duty during their rest and meal periods: "A rest period, in short, must be a period of rest."¹ *Augustus v. ABM Sec. Servs., Inc.*, 385 P.3d 823, 834 (2016).

¹ Employees must also be free to leave the premises. *Augustus*, 2 Cal. 5th at 270; see also Department of Industrial Relations, "Rest Periods/Lactation Accommodations," available at https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm ("Q. Can my employer require that I stay on the work premises during my rest period? A. No, your employer cannot impose any restraints not inherent in the rest period requirement itself.").

39. Defendants failed to implement a lawful rest period policy that relieved Plaintiff and Class Members from all duties during rest periods. Plaintiff and the Class Members were required by company policy and/or practice to interrupt their rest periods to respond to supervisor queries, questions, or requests. On information and belief, Class Members, including Plaintiff, were required to interrupt their breaks, skip their breaks, or remain on duty during breaks due to the combination of Defendants' scheduling practices and policies. Defendants also impermissibly provided a single, paid 20-minute rest break for shifts in excess of 6 hours for no reason other than Defendants' convenience. *See Rodriguez v. E.M.E., Inc.*, 246 Cal. App. 4th 1027, 1040 (2016) ("[W]e conclude that a departure from the preferred schedule is permissible only when the departure (1) will not unduly affect employee welfare and (2) is tailored to alleviate a material burden that would be imposed on the employer by implementing the preferred schedule.").

40. Further, upon information and belief, employees were required to skip breaks, interrupt their breaks, cut them short, work through them, or remain under Defendant's control during breaks due to Defendants' policies and practices.

41. As a direct and proximate result of Defendants' willful and unlawful conduct, Plaintiff and Class Members have sustained damages, including lost compensation resulting from missed or non-compliant rest periods, in an amount to be established at trial.

42. Pursuant to Wage Order No. 4 and Labor Code § 226.7(b), Plaintiff and Class Members are entitled to recover from Defendants an additional hour of pay at their regular rates of pay for each shift that a compliant rest period was not provided. Defendant was aware that its actions were a violation of applicable law but consistently refused to pay premium pay as required by law.

FOURTH CAUSE OF ACTION

California Labor Code §§ 226.7, 512(a), and 1198

Failure to Provide Meal Periods or Premium Pay In Lieu Thereof

(Plaintiff and Class Against Defendants)

43. Plaintiff incorporates by reference every allegation as if fully set forth herein.

44. Labor Code § 512(a) states in pertinent part: "[A]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with

1 a meal period of not less than 30 minutes. An employer may not employ an employee for a work
2 period of more than 10 hours per day without providing the employee with a second meal period
3 of not less than 30 minutes.”

4 45. Labor Code section 226.7, 512(a), and 1198 provide that no employer shall require
5 an employee to work during any meal period mandated by an applicable order of the IWC. “An
6 off-duty meal period, therefore, is one in which the employee is relieved of all duty during the 30-
7 minute meal period . . . an employer’s obligation is to provide an off-duty meal period: an
8 uninterrupted 30-minute period during which the employee is relieved of all duty.” *Brinker Rest.*
9 *Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035 (2012).

10 46. At all times relevant to this complaint, Defendants knew they were obligated to
11 provide legally-compliant meal breaks to its non-exempt employees pursuant to Labor Code §§
12 512 and 226.7.

13 47. Defendants’ policies and practices served to deprive the Class of a full 30-minute
14 break period free of employer control or relieved of all duties. Upon information and belief,
15 employees were required to skip breaks, interrupt their breaks, cut them short, take them after the
16 fifth hour of work, work through them, or remain under Defendant’s control during breaks due to
17 Defendants’ policies and practices.

18 48. Accordingly, Plaintiff and Class Members were denied compliant meal periods as a
19 result of Defendants’ formal policies and practices. By failing to consistently provide
20 uninterrupted, off-duty 30-minute meal periods, Defendants violated the Labor Code as to
21 Plaintiff and Class Members.

22 49. Defendant was aware that its actions were a violation of applicable law but failed to
23 pay all premium pay as required by law.

24 50. Pursuant to Labor Code § 226.7(b), Plaintiff and Class Members are entitled to
25 recover from Defendants an additional hour of pay at their regular rates of pay for each shift in
26 which a required meal period was not provided.

1 **FIFTH CAUSE OF ACTION**

2 ***California Labor Code § 2802***

3 ***Failure to Reimburse Necessary Business Expenses***

4 **(Plaintiff and Class Against Defendants)**

5 51. Plaintiff repeats and incorporates by reference every allegation in this complaint as
6 if fully set forth herein.

7 52. Labor Code section 2802 provides that “[a]n employer shall indemnify his or his
8 employee for all necessary expenditures or losses incurred by the employee in direct consequence
9 of the discharge of his or his duties, or of his or his obedience to the directions of the employer.”
10 Lab. Code § 2802.

11 53. Defendant failed to reimburse Plaintiff and Class Members for all business-related
12 expenses that were necessary to perform their job, including requiring Plaintiff and the Class to
13 use of their personal cellular phones for Defendants’ business. *See Cochran v. Schwan’s Home*
14 *Services, Inc.*, 228 Cal. App. 4th 1137 (2014).

15 54. By unlawfully failing to pay Plaintiff and Class Members, Defendant is liable for the
16 costs Plaintiff and Class Members incurred plus attorneys’ fees and costs. Lab. Code § 2802.

17 **SIXTH CAUSE OF ACTION**

18 ***California Labor Code §§ 226(a)/(f)/(h), 226.3, and 1174(d)***

19 ***Failure to Provide and Maintain Accurate Records***

20 **(Plaintiff and Class Against Defendants)**

21 55. Plaintiff repeats and incorporates by reference all allegations contained in the pre-
22 ceding paragraphs as if fully set forth herein.

23 56. Labor Code § 226 requires employers to furnish employees with an accurate, item-
24 ized statement in writing showing, among other things, (1) gross wages earned; (2) total hours
25 worked by the employee (for hourly-paid, non-exempt employees); (3) all deductions; (4) net
26 wages earned; (5) the inclusive dates of the period for which the employee is paid; (6) the name of
27 the employee and the last four digits of his or her social security number; (7) the name and address
28 of the legal entity that is the employer; *and* (8) all applicable hourly rates in effect during the pay

period and the corresponding number of hours worked at each hourly rate by the employee.

57. At all times relevant to this complaint, Defendants' failure to pay premium wages for missed meal and rest periods and regular and/or overtime wages for work-off-the-clock rendered Class Members' wage statements inaccurate by failing to accurately reflect gross and net wages earned.

58. Injury. Defendant knowingly and intentionally failed to comply with Labor Code § 226, causing injury and damages to Plaintiff and Class Members. Plaintiff and all those similarly situated were injured by these failures because, among other things, they were confused about whether they were paid properly and/or they were misinformed about how much compensation was owed.

59. Relief. Labor Code § 226(e)(1) provides that an employee suffering injury as a result of not being provided with an accurate itemized wage statement is entitled to recover the greater of all actual damages suffered or fifty (\$50) dollars for the initial violation and one-hundred (\$100) dollars for each subsequent violation, up to \$4,000. Pursuant to Labor Code §§ 226(e) and (g), Plaintiff and all others similarly situated are entitled to injunctive relief to ensure Defendants' compliance with Labor Code § 226, as well as attorney's fees and costs of suit.

SEVENTH CAUSE OF ACTION

California Labor Code §§ 201, 202, 203, 204

Failure to Timely Pay Wages

(Plaintiff and Class Against Defendants)

60. Plaintiff incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

61. Labor Code § 201 provides, in relevant part, that:

If an employee not having a written contract for a definite period quits his or her employment, his or her wages² shall become due and payable not later than 72 hours thereafter, unless

² Labor Code § 200 defines "wages" as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation." "Labor" is defined as "labor, work, or service . . . if the labor to be paid for is performed personally by the person demanding payment."

1 the employee has given 72 hours previous notice of his or her intention to quit, in which case the
2 employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provi-
3 sion of law, an employee who quits without providing a 72-hour notice shall be entitled to receive
4 payment by mail if he or she so requests and designates a mailing address. The date of the mailing
5 shall constitute the date of payment for purposes of the requirement to provide payment within
6 72 hours of quitting.

7 62. Defendants do not include definite periods of service in their contracts of employ-
8 ment for Class Members employed at their California location(s). Plaintiff's contract of employ-
9 ment did not include a definite term.

10 63. Labor Code § 203 provides:

11 If an employer willfully fails to pay, without abatement or reduction, in accordance with §
12 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages
13 of the employee shall continue as a penalty from the due date thereof at the same rate until paid
14 or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

15 64. Labor Code § 204 provides:

16 All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned
17 by any person in any employment are due and payable twice during each calendar month, on days
18 designated in advance by the employer as the regular paydays. Labor performed between the 1st
19 and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th
20 day of the month during which the labor was performed, and labor performed between the 16th
21 and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day
22 of the following month.

23 65. Failure to Timely Pay Wages. As set forth above, Defendant failed to timely pay the
24 minimum wages, overtime wages, and meal and rest period premiums resulting from its policies.

25 66. Failure to Pay Upon Termination. Plaintiff and many Class Members have left De-
26 fendant's employ during the Class Period. As discussed above, Defendant knowingly failed to pay
27 Plaintiff and Class Members all earned wages upon termination. Instead, Defendant willfully and
28 intentionally refused to pay the earned rest and/or meal period premiums and earned minimum

wages as alleged herein to Plaintiff and Class Members in violation of Labor Code §§ 201 and 202.

67. Relief. Defendant's failure to pay Plaintiff and those Class Members who are no longer employed by Defendant their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employment, violates Labor Code §§ 201 and 202. Plaintiff and Class Members are therefore entitled to recover from Defendant the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a 30-day maximum penalty under Labor Code § 203.

EIGHTH CAUSE OF ACTION

California Business and Professions Code §§ 17200, et seq.

Unfair Competition Law

(Plaintiff and Class Against Defendants)

68. Plaintiff repeats and incorporate by reference every allegation in this complaint as if fully set forth herein.

69. Defendants are a "person" as defined by California Business & Professions Code § 17201, as each is a natural person, corporation, firm, partnership, joint stock company, and/or association.

70. Unlawful Business Practices. Defendants' knowing violations of the Labor Code and IWC Wage Order No. 4 constitutes an unlawful business practice as set forth in Business & Professions Code § 17200, *et seq.*

71. Defendants' failure to abide by the laws discussed herein provide Defendant an unfair advantage over their competitors at the expense of their workers. Instead, Defendant cuts corners in the name of higher profits and at the expense of employee well-being. Defendants' action thereby constitutes an unfair, fraudulent, and/or unlawful business practice under Business & Professions Code § 17200, *et seq.*

72. Relief. Plaintiff brings this cause of action seeking equitable and injunctive relief to stop Defendants' willful and ongoing misconduct, and to seek restitution of the amounts Defendant acquired through the unfair, unlawful, and fraudulent business practices described herein. In addition, Plaintiff seeks an award of costs and attorneys' fees pursuant to California Code of Civil

1 Procedure § 1021.5.

2 **DEMAND FOR JURY TRIAL**

3 Pursuant to California Code of Civil Procedure § 631, Plaintiff demands a trial by jury on
4 all issues so triable.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff respectfully prays judgment as follows:

7 A. For an Order:

8 a. Certifying the Class;

9 b. Appointing Plaintiff as representative of the Class;

10 c. Appointing Plaintiff's counsel as Class Counsel;

11 B. For actual and liquidated damages according to proof at trial;

12 C. For statutory and civil penalties and special damages, according to proof at trial;

13 D. For pre- and post-judgment interest on monetary damages;

14 E. For preliminary and permanent injunctive relief;

15 F. For reasonable attorney's fees and costs and expert fees and costs as allowed by
16 law; and

17 G. For such other relief as this Court deems just and proper.

18
19 Dated: January 30, 2025

Respectfully submitted,

20 **KING & SIEGEL LLP**

21
22 By: Elliot J. Siegel
23 Elliot J. Siegel, Esq.
24 Tiffany Nguyen
25 Attorney for Plaintiff
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28