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ELECTRONICALLY FILED

Superior Court of California
County of Sacramento

03/05/2025

By: A. Turner Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

ERICA MORRIS, YOLANDA ORTEGA-CALBERT, MARIBEL BLANDINO, and DORETHA HUGHES, individually, on behalf of themselves and on behalf of all persons similarly situated,

Plaintiff,

vs.

THE PERMANENTE MEDICAL GROUP, INC., a California Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. **34-2022-00332012-CU-OE-GDS**

FIRST AMENDED CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
3. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE § 510;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
7. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
8. FAILURE TO PAY SICK WAGES IN VIOLATION OF CAL. LAB CODE §§201-204, 233, 246;
9. FAILURE TO PAY REPORTING TIME WAGES;
10. FAILURE TO PAY OVERTIME COMPENSATION IN VIOLATION OF 29 U.S.C. §§ 201, *et seq.*
11. VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT [LABOR CODE §§ 2698, *et seq.*]

DEMAND FOR A JURY TRIAL

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1 Plaintiffs Erica Morris, Yolanda Ortega-Calbert, Maribel Blandino, and Doretha Hughes
2 (“PLAINTIFFS”), individually, on behalf of themselves and all other similarly situated current
3 and former employees alleges on information and belief, except for their own acts and
4 knowledge which are based on personal knowledge, the following:

5
6 **THE PARTIES**

7 1. Defendant The Permanente Medical Group, Inc. (“DEFENDANT”) is a California
8 Corporation that at all relevant times mentioned herein conducted and continues to conduct
9 substantial business in the state of California.

10 2. DEFENDANT is a medical group that provides medical services to its clients
11 throughout the state of California. DEFENDANT is headquartered in Oakland, California.

12 3. Plaintiff ERICA MORRIS has been employed by DEFENDANT in California
13 since 2008 and has been at all times classified by DEFENDANT as a non-exempt employee,
14 paid on an hourly basis, and entitled to the legally required meal and rest periods and payment
15 of minimum and overtime wages due for all time worked.

16 4. Plaintiff YOLANDA ORTEGA-CALBERT was employed by DEFENDANT in
17 California from February 20, 2006 through January 3, 2022 and at all times was classified by
18 DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled to the legally
19 required meal and rest periods and payment of minimum and overtime wages due for all time
20 worked.

21 5. Plaintiff MARIBEL BLANDINO was employed by DEFENDANT in California
22 from July 11, 2016 through September 11, 2021 and at all times was classified by
23 DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled to the legally
24 required meal and rest periods and payment of minimum and overtime wages due for all time
25 worked.

26 6. Plaintiff DORETHA HUGHES was employed by DEFENDANT in California
27 until October of 2022 and at all times was classified by DEFENDANT as a non-exempt
28 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and

1 payment of minimum and overtime wages due for all time worked.

2 7. PLAINTIFFS brings this Class Action on behalf of themselves and a California
3 class, defined as all individuals who are or previously were employed by DEFENDANT in
4 California and classified as non-exempt employees (the "CALIFORNIA CLASS") at any time
5 during the period beginning January 1, 2021 through December 31, 2024 (the "CALIFORNIA
6 CLASS PERIOD"). The amount in controversy for the aggregate claim of CALIFORNIA
7 CLASS Members is under five million dollars (\$5,000,000.00).

8 8. PLAINTIFFS bring this Class Action on behalf of themselves and a
9 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses
10 incurred during the CALIFORNIA CLASS PERIOD caused by DEFENDANT's policy and
11 practice which failed to lawfully compensate these employees. DEFENDANT's policy and
12 practice alleged herein was an unlawful, unfair and deceptive business practice whereby
13 DEFENDANT retained and continues to retain wages due PLAINTIFF and the other members
14 of the CALIFORNIA CLASS. PLAINTIFFS and the other members of the CALIFORNIA
15 CLASS seek an injunction enjoining such conduct by DEFENDANT in the future, relief for the
16 named PLAINTIFFS and the other members of the CALIFORNIA CLASS who have been
17 economically injured by DEFENDANT's past and current unlawful conduct, and all other
18 appropriate legal and equitable relief.

19 9. The true names and capacities, whether individual, corporate, subsidiary,
20 partnership, associate or otherwise of DEFENDANT, DOES 1 through 50, inclusive, are
21 presently unknown to PLAINTIFFS who therefore sue this DEFENDANT by such fictitious
22 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFFS will seek leave to amend this
23 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they
24 are ascertained. PLAINTIFFS are informed and believe, and based upon that information and
25 belief allege, that the DEFENDANT named in this Complaint, including DOES 1 through 50,
26 inclusive, are responsible in some manner for one or more of the events and happenings that
27 proximately caused the injuries and damages hereinafter alleged.

28 10. The agents, servants and/or employees of the Defendant and each of them acting

1 on behalf of the Defendant acted within the course and scope of his, her or its authority as the
2 agent, servant and/or employee of the Defendant, and personally participated in the conduct
3 alleged herein on behalf of the Defendant with respect to the conduct alleged herein.
4 Consequently, the acts of each Defendant are legally attributable to the other Defendant and all
5 Defendants are jointly and severally liable to PLAINTIFFS and the other members of the
6 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
7 Defendant's agents, servants and/or employees.

8 **THE CONDUCT**

9 11. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
10 required to pay PLAINTIFFS and CALIFORNIA CLASS Members for all their time worked,
11 meaning the time during which an employee is subject to the control of an employer, including
12 all the time the employee is suffered or permitted to work. DEFENDANT requires
13 PLAINTIFFS and CALIFORNIA CLASS Members to work without paying them for all the
14 time they are under DEFENDANT's control. Among other things, DEFENDANT requires
15 PLAINTIFFS to work while clocked out during what is supposed to be PLAINTIFFS' off-duty
16 meal breaks. PLAINTIFFS were from time to time interrupted by work assignments while
17 clocked out for what should have been PLAINTIFFS' off-duty meal break. Additionally,
18 DEFENDANT, as a matter of established company policy and procedure, administers a uniform
19 practice of rounding the actual time worked and recorded by PLAINTIFFS and CALIFORNIA
20 CLASS Members, always to the benefit of DEFENDANT, so that during the course of their
21 employment, PLAINTIFFS and CALIFORNIA CLASS Members are paid less than they would
22 have been paid had they been paid for actual recorded time rather than "rounded" time.
23 Additionally, DEFENDANT engages in the practice of requiring PLAINTIFFS and
24 CALIFORNIA CLASS Members to perform work off the clock in that DEFENDANT, as a
25 condition of employment, required these employees to submit to mandatory temperature checks
26 and symptom questionnaires for COVID-19 screening prior to clocking into DEFENDANT's
27 timekeeping system for the workday. PLAINTIFFS were required to report early for their shifts,
28 wait in line, go through COVID-19 screenings and to perform certain preparatory work for the

1 day. PLAINTIFFS and the CALIFORNIA CLASS Members were also required to perform pre
2 and post shift activities off the clock including donning and doffing of protective wear, pre and
3 post-shift testing or inspections, health status related activities including testing, reporting, and
4 queuing for testing. For instance, PLAINTIFFS were required to respond to work related
5 communications while off the clock. PLAINTIFFS and the CALIFORNIA CLASS Members
6 were required to attend to patients while off the clock. However, they were not paid for this
7 time and were only paid for the scheduled shift times. Additionally, PLAINTIFFS and
8 CALIFORNIA CLASS Members are required to work and/or remain on call in excess of eight
9 (8) hours in a workday and/or in excess of forty (40) hours in a workweek without
10 compensating them at a rate of one and one-half (1.5 times) their regular rate of pay.
11 PLAINTIFFS and CALIFORNIA CLASS Members were also not compensated for vacation
12 wages. As a result, PLAINTIFFS and other CALIFORNIA CLASS Members forfeit minimum
13 wage, overtime wage compensation, and off-duty meal breaks by working without their time
14 being correctly recorded and without compensation, or without compensation at the applicable
15 rates. DEFENDANT's policy and practice not to pay PLAINTIFFS and other CALIFORNIA
16 CLASS Members for all time worked, is evidenced by DEFENDANT's business records.
17 Moreover, PLAINTIFFS and, on information and belief, the CALIFORNIA CLASS Members,
18 were not paid reporting time pay when they were scheduled to report to work but were not put
19 to work or furnished with less than half of their usual or scheduled day's work.

20 12. State and federal law provides that employees must be paid overtime and meal and
21 rest break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFFS and
22 other CALIFORNIA CLASS Members are compensated at an hourly rate plus incentive pay
23 that is tied to specific elements of an employee's performance.

24 13. The second component of PLAINTIFFS' and other CALIFORNIA CLASS
25 Members' compensation is DEFENDANT's non-discretionary incentive program that paid
26 PLAINTIFFS and other CALIFORNIA CLASS Members incentive wages based on their
27 performance for DEFENDANT. The non-discretionary incentive program provided all
28 employees paid on an hourly basis with incentive compensation when the employees met the

1 various performance goals set by DEFENDANT. However, when calculating the regular rate
2 of pay in order to pay overtime, sick time, and meal and rest break premiums to PLAINTIFFS
3 and other CALIFORNIA CLASS Members, DEFENDANT failed to include all forms of
4 compensation, including without limitation the incentive compensation, bonuses, or shift
5 differentials as part of the employees' "regular rate of pay" for purposes of calculating overtime
6 pay, sick time, and meal and rest break premium pay. Management and supervisors described
7 the incentive program to potential and new employees as part of the compensation package. As
8 a matter of law, the incentive compensation received by PLAINTIFFS and other CALIFORNIA
9 CLASS Members must be included in the "regular rate of pay." The failure to do so has
10 resulted in a underpayment of overtime compensation, sick pay, and meal and rest break
11 premiums to PLAINTIFFS and other CALIFORNIA CLASS Members by DEFENDANT.

12 14. As a result of their rigorous work schedules, scheduling practices, work demands,
13 and DEFENDANT's policies and practices, PLAINTIFFS and other CALIFORNIA CLASS
14 Members are from time to time unable to take thirty (30) minute off duty meal breaks and are
15 not fully relieved of duty for their meal periods. PLAINTIFFS and other CALIFORNIA
16 CLASS Members are required from time to time to perform work as ordered by DEFENDANT
17 for more than five (5) hours during some shifts without receiving a meal break. PLAINTIFFS
18 and the CALIFORNIA CLASS Members' first meal periods were frequently not provided,
19 untimely or short. Further, DEFENDANT from time to time fails to provide PLAINTIFFS and
20 CALIFORNIA CLASS Members with a second off-duty meal period for some workdays in
21 which these employees are required by DEFENDANT to work in excess of ten (10) hours of
22 work, and in excess of 12 hours of work, nor were they provided premium wages in lieu of a
23 first or second meal period. DEFENDANT also engages in the practice of rounding the meal
24 period times to avoid paying penalties to PLAINTIFFS and other CALIFORNIA CLASS
25 Members, and requiring employees to combine meal and rest periods. PLAINTIFFS and other
26 members of the CALIFORNIA CLASS therefore perform work off-the-clock during meal
27 periods, and forfeit meal breaks without additional compensation or premium payments, and
28 in accordance with DEFENDANT's corporate policy and practice.

1 15. During the CALIFORNIA CLASS PERIOD, PLAINTIFFS and other
2 CALIFORNIA CLASS Members are also required from time to time to work in excess of four
3 (4) hours without being provided ten (10) minute rest periods, or are required to combine their
4 meal and rest periods. Further, these employees are denied their first rest periods of at least ten
5 (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to time, a
6 first and second rest period of at least ten (10) minutes for some shifts worked of between six
7 (6) and eight (8) hours from time to time, and a first, second and third rest period of at least ten
8 (10) minutes for some shifts worked of ten (10) hours or more from time to time. DEFENDANT
9 maintained and enforced scheduling practices, policies, and imposed work demands that
10 frequently required PLAINTIFFS and CALIFORNIA CLASS Members to forego their lawful,
11 paid rest breaks of a net ten minutes for every four hours of work or major fraction thereof.
12 PLAINTIFFS and other CALIFORNIA CLASS Members are also not provided with one hour
13 wages in lieu thereof. Additionally, the applicable California Wage Order requires employers
14 to provide employees with off-duty rest periods, which the California Supreme Court defined
15 as time during which an employee is relieved from all work related duties and free from
16 employer control. In so doing, the Court held that the requirement under California law that
17 employers authorize and permit all employees to take rest period means that employers must
18 relieve employees of all duties and relinquish control over how employees spend their time
19 which includes control over the locations where employees may take their rest period.
20 Employers cannot impose controls that prohibit an employee from taking a brief walk - five
21 minutes out, five minutes back. Here, DEFENDANT's policy restricts PLAINTIFFS and other
22 CALIFORNIA CLASS Members from unconstrained walks and is unlawful based on
23 DEFENDANT's rule which states PLAINTIFFS and other CALIFORNIA CLASS Members
24 cannot leave the work premises during their rest period. PLAINTIFFS and other CALIFORNIA
25 CLASS Members were also not provided with premium wages in lieu of rest periods.

26 16. During the CALIFORNIA CLASS PERIOD, DEFENDANT fails to accurately
27 record and pay PLAINTIFFS and other CALIFORNIA CLASS Members for the actual amount
28 of time these employees work. Pursuant to the Industrial Welfare Commission Wage Orders,

1 DEFENDANT is required to pay PLAINTIFFS and other CALIFORNIA CLASS Members for
2 all time worked, meaning the time during which an employee was subject to the control of an
3 employer, including all the time the employee was permitted or suffered to permit this work.
4 DEFENDANT requires these employees to work off the clock without paying them for all the
5 time they are under DEFENDANT's control. As such, DEFENDANT knew or should have
6 known that PLAINTIFFS and the other members of the CALIFORNIA CLASS are under
7 compensated for all time worked. As a result, PLAINTIFFS and other CALIFORNIA CLASS
8 Members forfeit time worked by working without their time being accurately recorded and
9 without compensation at the applicable minimum wage and overtime wage rates. To the extent
10 that the time worked off the clock does not qualify for overtime premium payment,
11 DEFENDANT fails to pay minimum wages for the time worked off-the-clock in violation of
12 Cal. Lab. Code §§ 1194, 1197, and 1197.1.

13 17. From time to time, DEFENDANT also fails to provide PLAINTIFFS and the
14 other members of the CALIFORNIA CLASS with complete and accurate wage statements
15 which failed to show, among other things, the correct gross and net wages earned. Cal. Lab.
16 Code § 226 provides that every employer shall furnish each of his or her employees with an
17 accurate itemized wage statement in writing showing, among other things, gross wages earned
18 and all applicable hourly rates in effect during the pay period and the corresponding amount of
19 time worked at each hourly rate. Aside, from the violations listed above in this paragraph,
20 DEFENDANT fails to issue to PLAINTIFFS an itemized wage statement that lists all the
21 requirements under California Labor Code 226 *et seq.* DEFENDANT has also made it difficult
22 to determine applicable rates of pay and account with precision for the unlawfully withheld
23 wages and deductions due to be paid to Non-exempt Employees, including PLAINTIFFS,
24 during the liability period because they did not implement and preserve a lawful record-keeping
25 method to record all hours worked, and non-provided rest and meal periods owed to employees
26 as required for non-exempt employees by 29 U.S.C. section 211(c), California Labor Code
27 section 226, and applicable California Wage Orders. As a result, DEFENDANT from time to
28 time provides PLAINTIFFS and the other members of the CALIFORNIA CLASS with wage

1 statements which violated Cal. Lab. Code § 226.

2 18. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
3 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the
4 wages are paid not more than seven calendar days following the close of the payroll period.

5 Cal. Lab. Code § 210 provides:

6 [I]n addition to, and entirely independent and apart from, any other penalty provided in
7 this article, every person who fails to pay the wages of each employee as provided in
8 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
9 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For each
subsequent violation, or any willful or intentional violation, two hundred dollars (\$200)
for each failure to pay each employee, plus 25 percent of the amount unlawfully
withheld.

10 19. DEFENDANT from time to time fails to pay PLAINTIFFS and members of the
11 CALIFORNIA LABOR SUB-CLASS Members within seven (7) days of the close of the
12 payroll period in accordance with Cal. Lab. Code § 204(d).

13 20. DEFENDANT underpays sick pay wages to PLAINTIFFS and other
14 CALIFORNIA CLASS Members by failing to pay such wages at the regular rate of pay in
15 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFFS and other non-exempt
16 employees earn non-discretionary remuneration, including but not limited to, incentives, shift
17 differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay,
18 DEFENDANT underpays sick pay to PLAINTIFFS and other CALIFORNIA CLASS Members
19 at their base rates of pay.

20 21. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
21 employees be calculated by dividing the employee's total wages, not including overtime
22 premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days
23 of employment.

24 22. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay at
25 the regular rate of pay. PLAINTIFFS and CALIFORNIA CLASS Members routinely earned
26 non-discretionary incentive wages, bonuses, or shift differentials which increased their regular
27 rate of pay. However, when sick pay was paid, it was paid at the base rate of pay for
28 PLAINTIFFS and members of the CALIFORNIA CLASS, as opposed to the correct, higher

1 regular rate of pay, as required under Cal. Lab. Code Section 246.

2 23. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFFS
3 and other members of the CALIFORNIA CLASS their correct wages and accordingly owe
4 waiting time penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFFS are
5 informed and believe and based thereon allege that such failure to pay sick pay at regular rate
6 was willful, such that members of the CALIFORNIA CLASS whose employment has separated
7 are entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

8 24. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
9 to collect or receive from an employee any part of wages theretofore paid by said employer to
10 said employee." DEFENDANT fails to pay all compensation due to PLAINTIFFS and other
11 CALIFORNIA LABOR SUB-CLASS Members, makes unlawful deductions from
12 compensation payable to PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS Members,
13 fails to disclose all aspects of the deductions from compensation payable to PLAINTIFFS and
14 CALIFORNIA LABOR SUB-CLASS Members, and thereby fails to pay these employees all
15 wages due at each applicable pay period and upon termination. PLAINTIFFS and members
16 of the CALIFORNIA LABOR SUB-CLASS seek recovery of all illegal deductions from wages
17 according to proof, related penalties, interest, attorney fees and costs.

18 25. DEFENDANT intentionally and knowingly fails to reimburse and indemnify
19 PLAINTIFFS and the other CALIFORNIA CLASS Members for required business expenses
20 incurred by the PLAINTIFFS and other CALIFORNIA CLASS Members in direct
21 consequence of discharging their duties on behalf of DEFENDANT. Under California Labor
22 Code Section 2802, employers are required to indemnify employees for all expenses incurred
23 in the course and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an
24 employer shall indemnify his or her employee for all necessary expenditures or losses incurred
25 by the employee in direct consequence of the discharge of his or her duties, or of his or her
26 obedience to the directions of the employer, even though unlawful, unless the employee, at the
27 time of obeying the directions, believed them to be unlawful."

28 26. In the course of their employment PLAINTIFFS and other CALIFORNIA

1 CLASS Members as a business expense, are required by DEFENDANT to use their own
2 personal cellular phones, computers, internet, and personal home offices as a result of and in
3 furtherance of their job duties as employees for DEFENDANT but are not reimbursed or
4 indemnified by DEFENDANT for the cost associated with the use of their personal cellular
5 phones and personal home offices for DEFENDANT's benefit. Specifically, PLAINTIFFS and
6 other CALIFORNIA CLASS Members are required by DEFENDANT to use their personal
7 cellular phones and personal home offices. DEFENDANT also failed to reimburse
8 PLAINTIFFS and other CALIFORNIA CLASS Members for expenses that include, but are not
9 limited to, cell phone use, CPR training, protective gear, mileage, traveling expenses such as
10 gas, meals during double shifts, and uniforms. As a result, in the course of their employment
11 with DEFENDANT, PLAINTIFFS and other members of the CALIFORNIA CLASS incurred
12 unreimbursed business expenses which included, but were not limited to, costs related to the use
13 of their personal cellular phones and personal home offices all on behalf of and for the benefit
14 of DEFENDANT.

15 27. Specifically as to PLAINTIFFS, DEFENDANT fails to provide all the legally
16 required off-duty meal and rest breaks to PLAINTIFFS as required by the applicable Wage
17 Order and Labor Code and failed to pay PLAINTIFFS all minimum and overtime wages due
18 to PLAINTIFFS. DEFENDANT does not have a policy or practice which provided timely off-
19 duty meal and rest breaks to PLAINTIFFS and also fails to compensate PLAINTIFFS for
20 PLAINTIFFS' missed meal and rest breaks. The nature of the work performed by the
21 PLAINTIFFS do not prevent PLAINTIFFS from being relieved of all of their duties for the
22 legally required off-duty meal periods. As a result, DEFENDANT's failure to provide
23 PLAINTIFFS with the legally required meal periods is evidenced by DEFENDANT's business
24 records. The amount in controversy for PLAINTIFFS individually does not exceed the sum or
25 value of \$75,000.

26 **JURISDICTION AND VENUE**

27
28 28. This Court has jurisdiction over this Action pursuant to California Code of Civil

1 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
2 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees
3 of DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

4 29. Venue is proper in this Court pursuant to California Code of Civil Procedure,
5 Sections 395 and 395.5, because PLAINTIFFS worked in this County for DEFENDANT and
6 DEFENDANT (i) currently maintains and at all relevant times maintained offices and facilities
7 in this County and/or conducts substantial business in this County, and (ii) committed the
8 wrongful conduct herein alleged in this County against members of the CALIFORNIA CLASS.

9
10 **THE CALIFORNIA CLASS**

11 30. PLAINTIFFS bring the First Cause of Action for Unfair, Unlawful and Deceptive
12 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class
13 Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as
14 all individuals who are or previously were employed by DEFENDANT in California, including
15 any employees staffed with DEFENDANT by a third party, and classified as non-exempt
16 employees (the "CALIFORNIA CLASS") at any time during the period beginning four (4)
17 years prior to the filing of this Complaint and ending on the date as determined by the Court
18 (the "CALIFORNIA CLASS PERIOD"). The amount in controversy for the aggregate claim
19 of CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

20 31. To the extent equitable tolling operates to toll claims by the CALIFORNIA
21 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted
22 accordingly.

23 32. DEFENDANT, as a matter of company policy, practice and procedure, and in
24 violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order
25 requirements, and the applicable provisions of California law, intentionally, knowingly, and
26 wilfully, engaged in a practice whereby DEFENDANT failed to record all meal and rest breaks
27 missed by PLAINTIFFS and other CALIFORNIA CLASS Members, even though
28 DEFENDANT enjoyed the benefit of this work, required employees to perform this work and

1 permits or suffers to permit this work.

2 33. DEFENDANT has the legal burden to establish that each and every
3 CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as
4 required by California laws. The DEFENDANT, however, as a matter of policy and procedure
5 failed to have in place during the CALIFORNIA CLASS PERIOD and still fails to have in
6 place a policy or practice to ensure that each and every CALIFORNIA CLASS Member is paid
7 as required by law. This common business practice is applicable to each and every
8 CALIFORNIA CLASS Member can be adjudicated on a class-wide basis as unlawful, unfair,
9 and/or deceptive under Cal. Business & Professions Code §§ 17200, *et seq.* (the "UCL") as
10 causation, damages, and reliance are not elements of this claim.

11 34. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA
12 CLASS Members is impracticable.

13 35. DEFENDANT violated the rights of the CALIFORNIA CLASS under California
14 law by:

- 15 (a) Committing an act of unfair competition in violation of, Cal. Bus. & Prof.
16 Code §§ 17200, *et seq.* (the "UCL"), by unlawfully, unfairly and/or
17 deceptively having in place company policies, practices and procedures
18 that failed to record and pay PLAINTIFFS and the other members of the
19 CALIFORNIA CLASS for all time worked, including minimum wages
20 owed and overtime wages owed for work performed by these employees;
21 and,
- 22 (b) Committing an act of unfair competition in violation of the UCL, by
23 failing to provide the PLAINTIFFS and the other members of the
24 CALIFORNIA CLASS with the legally required meal and rest periods.
- 25 (c) Committing an act of unfair competition in violation of the California
26 Unfair Competition Laws, Cal. Bus. & Prof. Code §§ 17200, *et seq.*, by
27 violating the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201, *et*
28 *seq.*, by failing to pay the correct overtime wages to the PLAINTIFF and

1 the members of the CALIFORNIA CLASS as legally required by the
2 FLSA, and retaining the unpaid overtime to the benefit of DEFENDANT.

3 36. This Class Action meets the statutory prerequisites for the maintenance of a Class
4 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 5 (a) The persons who comprise the CALIFORNIA CLASS are so numerous
6 that the joinder of all such persons is impracticable and the disposition of
7 their claims as a class will benefit the parties and the Court;
- 8 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
9 that are raised in this Complaint are common to the CALIFORNIA
10 CLASS will apply to every member of the CALIFORNIA CLASS;
- 11 (c) The claims of the representative PLAINTIFFS are typical of the claims
12 of each member of the CALIFORNIA CLASS. PLAINTIFFS, like all the
13 other members of the CALIFORNIA CLASS, were classified as a non-
14 exempt employees paid on an hourly basis who was subjected to the
15 DEFENDANT's deceptive practice and policy which failed to provide the
16 legally required meal and rest periods to the CALIFORNIA CLASS and
17 thereby underpaid compensation to PLAINTIFFS and CALIFORNIA
18 CLASS. PLAINTIFFS sustained economic injury as a result of
19 DEFENDANT's employment practices. PLAINTIFFS and the members
20 of the CALIFORNIA CLASS were and are similarly or identically harmed
21 by the same unlawful, deceptive and unfair misconduct engaged in by
22 DEFENDANT; and,
- 23 (d) The representative PLAINTIFFS will fairly and adequately represent and
24 protect the interest of the CALIFORNIA CLASS, and have retained
25 counsel who are competent and experienced in Class Action litigation.
26 There are no material conflicts between the claims of the representative
27 PLAINTIFFS and the members of the CALIFORNIA CLASS that would
28 make class certification inappropriate. Counsel for the CALIFORNIA

1 CLASS will vigorously assert the claims of all CALIFORNIA CLASS
2 Members.

3 37. In addition to meeting the statutory prerequisites to a Class Action, this action is
4 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

5 (a) Without class certification and determination of declaratory, injunctive,
6 statutory and other legal questions within the class format, prosecution of
7 separate actions by individual members of the CALIFORNIA CLASS will
8 create the risk of:

9 1) Inconsistent or varying adjudications with respect to individual
10 members of the CALIFORNIA CLASS which would establish
11 incompatible standards of conduct for the parties opposing the
12 CALIFORNIA CLASS; and/or,

13 2) Adjudication with respect to individual members of the
14 CALIFORNIA CLASS which would as a practical matter be
15 dispositive of interests of the other members not party to the
16 adjudication or substantially impair or impede their ability to
17 protect their interests.

18 (b) The parties opposing the CALIFORNIA CLASS have acted or refused to
19 act on grounds generally applicable to the CALIFORNIA CLASS, making
20 appropriate class-wide relief with respect to the CALIFORNIA CLASS
21 as a whole in that DEFENDANT failed to pay all wages due to members
22 of the CALIFORNIA CLASS as required by law;

23 1) With respect to the First Cause of Action, the final relief on behalf
24 of the CALIFORNIA CLASS sought does not relate exclusively to
25 restitution because through this claim PLAINTIFFS seek
26 declaratory relief holding that the DEFENDANT's policy and
27 practices constitute unfair competition, along with declaratory
28 relief, injunctive relief, and incidental equitable relief as may be

necessary to prevent and remedy the conduct declared to constitute unfair competition;

(c) Common questions of law and fact exist as to the members of the CALIFORNIA CLASS, with respect to the practices and violations of California law as listed above, and predominate over any question affecting only individual CALIFORNIA CLASS Members, and a Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

1) The interests of the members of the CALIFORNIA CLASS in individually controlling the prosecution or defense of separate actions in that the substantial expense of individual actions will be avoided to recover the relatively small amount of economic losses sustained by the individual CALIFORNIA CLASS Members when compared to the substantial expense and burden of individual prosecution of this litigation;

2) Class certification will obviate the need for unduly duplicative litigation that would create the risk of:

A. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA CLASS, which would establish incompatible standards of conduct for the DEFENDANT; and/or,

B. Adjudications with respect to individual members of the CALIFORNIA CLASS would as a practical matter be dispositive of the interests of the other members not parties to the adjudication or substantially impair or impede their ability to protect their interests;

3) In the context of wage litigation because a substantial number of individual CALIFORNIA CLASS Members will avoid asserting

1 their legal rights out of fear of retaliation by DEFENDANT, which
2 may adversely affect an individual's job with DEFENDANT or
3 with a subsequent employer, the Class Action is the only means to
4 assert their claims through a representative; and,

- 5 4) A class action is superior to other available methods for the fair
6 and efficient adjudication of this litigation because class treatment
7 will obviate the need for unduly and unnecessary duplicative
8 litigation that is likely to result in the absence of certification of
9 this action pursuant to Cal. Code of Civ. Proc. § 382.

10 38. This Court should permit this action to be maintained as a Class Action pursuant
11 to Cal. Code of Civ. Proc. § 382 because:

- 12 (a) The questions of law and fact common to the CALIFORNIA CLASS
13 predominate over any question affecting only individual CALIFORNIA
14 CLASS Members because the DEFENDANT's employment practices are
15 applied with respect to the CALIFORNIA CLASS;
- 16 (b) A Class Action is superior to any other available method for the fair and
17 efficient adjudication of the claims of the members of the CALIFORNIA
18 CLASS because in the context of employment litigation a substantial
19 number of individual CALIFORNIA CLASS Members will avoid
20 asserting their rights individually out of fear of retaliation or adverse
21 impact on their employment;
- 22 (c) The members of the CALIFORNIA CLASS are so numerous that it is
23 impractical to bring all members of the CALIFORNIA CLASS before the
24 Court;
- 25 (d) PLAINTIFFS , and the other CALIFORNIA CLASS Members, will not
26 be able to obtain effective and economic legal redress unless the action is
27 maintained as a Class Action;
- 28 (e) There is a community of interest in obtaining appropriate legal and

1 equitable relief for the acts of unfair competition, statutory violations and
2 other improprieties, and in obtaining adequate compensation for the
3 damages and injuries which DEFENDANT's actions have inflicted upon
4 the CALIFORNIA CLASS;

5 (f) There is a community of interest in ensuring that the combined assets of
6 DEFENDANT are sufficient to adequately compensate the members of
7 the CALIFORNIA CLASS for the injuries sustained;

8 (g) DEFENDANT has acted or refused to act on grounds generally applicable
9 to the CALIFORNIA CLASS, thereby making final class-wide relief
10 appropriate with respect to the CALIFORNIA CLASS as a whole;

11 (h) The members of the CALIFORNIA CLASS are readily ascertainable from
12 the business records of DEFENDANT; and,

13 (i) Class treatment provides manageable judicial treatment calculated to bring
14 a efficient and rapid conclusion to all litigation of all wage and hour
15 related claims arising out of the conduct of DEFENDANT as to the
16 members of the CALIFORNIA CLASS.

17 39. DEFENDANT maintains records from which the Court can ascertain and identify
18 by job title each of DEFENDANT's employees who have been intentionally subjected to
19 DEFENDANT's company policy, practices and procedures as herein alleged. PLAINTIFFS
20 will seek leave to amend the Complaint to include any additional job titles of similarly situated
21 employees when they have been identified.

22 **THE CALIFORNIA LABOR SUB-CLASS**

23 40. PLAINTIFFS further bring the Second, Third, Fourth, Fifth, Sixth, Seventh,
24 Eighth and Ninth causes of action on behalf of a California sub-class, defined as all members
25 of the CALIFORNIA CLASS who are or previously were employed by DEFENDANT in
26 California, including any employees staffed with DEFENDANT by a third party, and classified
27 as non exempt employees (the "CALIFORNIA LABOR SUB-CLASS") at any time during the
28 period three (3) years prior to the filing of the complaint and ending on the date as determined

1 by the Court (the “CALIFORNIA LABOR SUB-CLASS PERIOD”) pursuant to Cal. Code of
2 Civ. Proc. § 382. The amount in controversy for the aggregate claim of CALIFORNIA LABOR
3 SUB-CLASS Members is under five million dollars (\$5,000,000.00).

4 41. DEFENDANT, in violation of the applicable Labor Code, Industrial Welfare
5 Commission (“IWC”) Wage Order requirements, and the applicable provisions of California
6 law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT failed
7 to correctly calculate compensation for the time worked by PLAINTIFFS and the other
8 members of the CALIFORNIA LABOR SUB-CLASS and reporting time wages owed to these
9 employees, even though DEFENDANT enjoyed the benefit of this work, required employees
10 to perform this work and permitted or suffered to permit this work. DEFENDANT has denied
11 these CALIFORNIA LABOR SUB-CLASS Members wages to which these employees are
12 entitled in order to unfairly cheat the competition and unlawfully profit. To the extent equitable
13 tolling operates to toll claims by the CALIFORNIA LABOR SUB-CLASS against
14 DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD should be adjusted
15 accordingly.

16 42. DEFENDANT maintains records from which the Court can ascertain and identify
17 by name and job title, each of DEFENDANT’s employees who have been intentionally
18 subjected to DEFENDANT’s company policy, practices and procedures as herein alleged.
19 PLAINTIFFS will seek leave to amend the complaint to include any additional job titles of
20 similarly situated employees when they have been identified.

21 43. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
22 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

23 44. Common questions of law and fact exist as to members of the CALIFORNIA
24 LABOR SUB-CLASS, including, but not limited, to the following:

- 25 (a) Whether DEFENDANT unlawfully failed to correctly calculate and pay
26 compensation due to members of the CALIFORNIA LABOR SUB-
27 CLASS for missed meal and rest breaks in violation of the California
28 Labor Code and California regulations and the applicable California Wage

Order;

- (b) Whether DEFENDANT failed to provide the PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS with accurate itemized wage statements;
- (c) Whether DEFENDANT has engaged in unfair competition by the above-listed conduct;
- (d) The proper measure of damages and penalties owed to the members of the CALIFORNIA LABOR SUB-CLASS; and,
- (e) Whether DEFENDANT's conduct was willful.

45. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS under California law by:

- (a) Violating Cal. Lab. Code § 510, by failing to correctly pay the PLAINTIFFS and the members of the CALIFORNIA LABOR SUB-CLASS all wages due for overtime worked, for which DEFENDANT is liable pursuant to Cal. Lab. Code § 1194;
- (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to accurately pay PLAINTIFFS and the members of the CALIFORNIA LABOR SUB-CLASS the correct minimum wage pay for which DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;
- (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFFS and the members of the CALIFORNIA LABOR SUB-CLASS with an accurate itemized statement in writing showing the corresponding correct amount of wages earned by the employee;
- (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS with all legally required off-duty, uninterrupted thirty (30) minute meal breaks and the legally required off-duty rest breaks;
- (e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that

1 when an employee is discharged or quits from employment, the employer
2 must pay the employee all wages due without abatement, by failing to
3 tender full payment and/or restitution of wages owed or in the manner
4 required by California law to the members of the CALIFORNIA LABOR
5 SUB-CLASS who have terminated their employment; and,

- 6 (f) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFFS
7 and the CALIFORNIA LABOR SUB-CLASS members with necessary
8 expenses incurred in the discharge of their job duties.

9 46. This Class Action meets the statutory prerequisites for the maintenance of a Class
10 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 11 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are
12 so numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS
13 Members is impracticable and the disposition of their claims as a class
14 will benefit the parties and the Court;
- 15 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
16 that are raised in this Complaint are common to the CALIFORNIA
17 LABOR SUB-CLASS and will apply to every member of the
18 CALIFORNIA LABOR SUB-CLASS;
- 19 (c) The claims of the representative PLAINTIFFS are typical of the claims
20 of each member of the CALIFORNIA LABOR SUB-CLASS.
21 PLAINTIFFS, like all the other members of the CALIFORNIA LABOR
22 SUB-CLASS, was a non-exempt employee paid on an hourly basis who
23 was subjected to the DEFENDANT's practice and policy which failed to
24 pay the correct amount of wages due to the CALIFORNIA LABOR SUB-
25 CLASS. PLAINTIFFS sustained economic injury as a result of
26 DEFENDANT's employment practices. PLAINTIFFS and the members
27 of the CALIFORNIA LABOR SUB-CLASS were and are similarly or
28 identically harmed by the same unlawful, deceptive, and unfair

misconduct engaged in by DEFENDANT; and,

- (d) The representative PLAINTIFFS will fairly and adequately represent and protect the interest of the CALIFORNIA LABOR SUB-CLASS, and have retained counsel who are competent and experienced in Class Action litigation. There are no material conflicts between the claims of the representative PLAINTIFFS and the members of the CALIFORNIA LABOR SUB-CLASS that would make class certification inappropriate. Counsel for the CALIFORNIA LABOR SUB-CLASS will vigorously assert the claims of all CALIFORNIA LABOR SUB-CLASS Members.

47. In addition to meeting the statutory prerequisites to a Class Action, this action is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- (a) Without class certification and determination of declaratory, injunctive, statutory and other legal questions within the class format, prosecution of separate actions by individual members of the CALIFORNIA LABOR SUB-CLASS will create the risk of:
- 1) Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA LABOR SUB-CLASS which would establish incompatible standards of conduct for the parties opposing the CALIFORNIA LABOR SUB-CLASS; or,
 - 2) Adjudication with respect to individual members of the CALIFORNIA LABOR SUB-CLASS which would as a practical matter be dispositive of interests of the other members not party to the adjudication or substantially impair or impede their ability to protect their interests.
- (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted or refused to act on grounds generally applicable to the CALIFORNIA LABOR SUB-CLASS, making appropriate class-wide relief with respect to the CALIFORNIA LABOR SUB-CLASS as a whole in that

1 DEFENDANT fails to pay all wages due. Including the correct wages for
2 all time worked by the members of the CALIFORNIA LABOR SUB-
3 CLASS as required by law;

4 (c) Common questions of law and fact predominate as to the members of the
5 CALIFORNIA LABOR SUB-CLASS, with respect to the practices and
6 violations of California Law as listed above, and predominate over any
7 question affecting only individual CALIFORNIA LABOR SUB-CLASS
8 Members, and a Class Action is superior to other available methods for
9 the fair and efficient adjudication of the controversy, including
10 consideration of:

- 11 1) The interests of the members of the CALIFORNIA LABOR SUB-
12 CLASS in individually controlling the prosecution or defense of
13 separate actions in that the substantial expense of individual
14 actions will be avoided to recover the relatively small amount of
15 economic losses sustained by the individual CALIFORNIA
16 LABOR SUB-CLASS Members when compared to the substantial
17 expense and burden of individual prosecution of this litigation;
- 18 2) Class certification will obviate the need for unduly duplicative
19 litigation that would create the risk of:
 - 20 A. Inconsistent or varying adjudications with respect to
21 individual members of the CALIFORNIA LABOR SUB-
22 CLASS, which would establish incompatible standards of
23 conduct for the DEFENDANT; and/or,
 - 24 B. Adjudications with respect to individual members of the
25 CALIFORNIA LABOR SUB-CLASS would as a practical
26 matter be dispositive of the interests of the other members
27 not parties to the adjudication or substantially impair or
28 impede their ability to protect their interests;

- 1 3) In the context of wage litigation because a substantial number of
2 individual CALIFORNIA LABOR SUB-CLASS Members will
3 avoid asserting their legal rights out of fear of retaliation by
4 DEFENDANT, which may adversely affect an individual's job
5 with DEFENDANT or with a subsequent employer, the Class
6 Action is the only means to assert their claims through a
7 representative; and,
- 8 4) A class action is superior to other available methods for the fair
9 and efficient adjudication of this litigation because class treatment
10 will obviate the need for unduly and unnecessary duplicative
11 litigation that is likely to result in the absence of certification of
12 this action pursuant to Cal. Code of Civ. Proc. § 382.

13 48. This Court should permit this action to be maintained as a Class Action pursuant
14 to Cal. Code of Civ. Proc. § 382 because:

- 15 (a) The questions of law and fact common to the CALIFORNIA LABOR
16 SUB-CLASS predominate over any question affecting only individual
17 CALIFORNIA LABOR SUB-CLASS Members;
- 18 (b) A Class Action is superior to any other available method for the fair and
19 efficient adjudication of the claims of the members of the CALIFORNIA
20 LABOR SUB-CLASS because in the context of employment litigation a
21 substantial number of individual CALIFORNIA LABOR SUB-CLASS
22 Members will avoid asserting their rights individually out of fear of
23 retaliation or adverse impact on their employment;
- 24 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so
25 numerous that it is impractical to bring all members of the CALIFORNIA
26 LABOR SUB-CLASS before the Court;
- 27 (d) PLAINTIFFS , and the other CALIFORNIA LABOR SUB-CLASS
28 Members, will not be able to obtain effective and economic legal redress

1 unless the action is maintained as a Class Action;

2 (e) There is a community of interest in obtaining appropriate legal and
3 equitable relief for the acts of unfair competition, statutory violations and
4 other improprieties, and in obtaining adequate compensation for the
5 damages and injuries which DEFENDANT's actions have inflicted upon
6 the CALIFORNIA LABOR SUB-CLASS;

7 (f) There is a community of interest in ensuring that the combined assets of
8 DEFENDANT are sufficient to adequately compensate the members of
9 the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;

10 (g) DEFENDANT has acted or refused to act on grounds generally applicable
11 to the CALIFORNIA LABOR SUB-CLASS, thereby making final class-
12 wide relief appropriate with respect to the CALIFORNIA LABOR SUB-
13 CLASS as a whole;

14 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily
15 ascertainable from the business records of DEFENDANT. The
16 CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA
17 CLASS Members who worked for DEFENDANT in California at any
18 time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,

19 (i) Class treatment provides manageable judicial treatment calculated to bring
20 a efficient and rapid conclusion to all litigation of all wage and hour
21 related claims arising out of the conduct of DEFENDANT as to the
22 members of the CALIFORNIA LABOR SUB-CLASS.

23 **FIRST CAUSE OF ACTION**

24 **For Unlawful Business Practices**

25 **[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]**

26 **(By PLAINTIFFS and the CALIFORNIA CLASS and Against All Defendants)**

27 49. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
28 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this

1 Complaint.

2 50. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof.
3 Code § 17021.

4 51. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
5 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section
6 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
7 competition as follows:

8 Any person who engages, has engaged, or proposes to engage in unfair
9 competition may be enjoined in any court of competent jurisdiction. The court
10 may make such orders or judgments, including the appointment of a receiver, as
11 may be necessary to prevent the use or employment by any person of any practice
which constitutes unfair competition, as defined in this chapter, or as may be
necessary to restore to any person in interest any money or property, real or
personal, which may have been acquired by means of such unfair competition.

12 Cal. Bus. & Prof. Code § 17203.

13 52. By the conduct alleged herein, DEFENDANT has engaged and continues to
14 engage in a business practice which violates California law, including but not limited to, the
15 applicable Industrial Wage Order(s), the California Code of Regulations and the California
16 Labor Code including Sections 201, 202, 203, 204, 210, 206, 216, 218, 218.5, 218.6, 221-224,
17 225.5, 226, 226.3, 226.7, 227, 227.3, 233, 245 et seq, 510, 511, 512, 516, 517, 551, 552, 558,
18 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1195, 1197, 1197.1, 1198, 1198.5, 1199, 2802 and
19 the Fair Labor Standards Act and federal regulations promulgated thereunder, for which this
20 Court should issue declaratory and other equitable relief pursuant to Cal. Bus. & Prof. Code §
21 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair
22 competition, including restitution of wages wrongfully withheld.

23 53. By the conduct alleged herein, DEFENDANT’s practices were unlawful and
24 unfair in that these practices violate public policy, were immoral, unethical, oppressive,
25 unscrupulous or substantially injurious to employees, and were without valid justification or
26 utility for which this Court should issue equitable and injunctive relief pursuant to Section
27 17203 of the California Business & Professions Code, including restitution of wages wrongfully
28 withheld.

1 54. By the conduct alleged herein, DEFENDANT's practices were deceptive and
2 fraudulent in that DEFENDANT's policy and practice failed to provide the legally mandated
3 meal and rest periods, the required amount of compensation for missed meal and rest periods
4 and overtime and minimum wages owed, failed to timely pay wages, and failed to reimburse
5 all necessary business expenses incurred, and failed to provide Fair Labor Standards Act
6 overtime wages due for overtime worked as a result of failing to include non-discretionary
7 incentive compensation into their regular rates of pay for purposes of computing the proper
8 overtime pay due to a business practice that cannot be justified, pursuant to the applicable Cal.
9 Lab. Code, and Industrial Welfare Commission requirements in violation of Cal. Bus. Code §§
10 17200, *et seq.*, and for which this Court should issue injunctive and equitable relief, pursuant
11 to Cal. Bus. & Prof. Code § 17203, including restitution of wages wrongfully withheld.

12 55. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
13 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFFS and
14 the other members of the CALIFORNIA CLASS to be underpaid during their employment with
15 DEFENDANT.

16 56. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
17 unfair and deceptive in that DEFENDANT's policies, practices and procedures failed to provide
18 all legally required meal breaks to PLAINTIFFS and the other members of the CALIFORNIA
19 CLASS as required by Cal. Lab. Code §§ 226.7 and 512.

20 57. Therefore, PLAINTIFFS demand on behalf of themselves and on behalf of each
21 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty
22 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay
23 for each workday in which a second off-duty meal period was not timely provided for each ten
24 (10) hours of work.

25 58. PLAINTIFFS further demand on behalf of themselves and each member of the
26 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off
27 duty paid rest period was not timely provided as required by law.

28 59. By and through the unlawful and unfair business practices described herein,

1 DEFENDANT has obtained valuable property, money and services from PLAINTIFFS and the
2 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
3 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
4 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT
5 to unfairly compete against competitors who comply with the law.

6 60. All the acts described herein as violations of, among other things, the Industrial
7 Welfare Commission Wage Orders, the California Code of Regulations, and the California
8 Labor Code, were unlawful and in violation of public policy, were immoral, unethical,
9 oppressive and unscrupulous, were deceptive, and thereby constitute unlawful, unfair and
10 deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

11 61. PLAINTIFFS and the other members of the CALIFORNIA CLASS are entitled
12 to, and do, seek such relief as may be necessary to restore to them the money and property
13 which DEFENDANT has acquired, or of which PLAINTIFFS and the other members of the
14 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and
15 unfair business practices, including earned but unpaid wages for all time worked.

16 62. PLAINTIFFS and the other members of the CALIFORNIA CLASS are further
17 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair
18 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
19 engaging in any unlawful and unfair business practices in the future.

20 63. PLAINTIFFS and the other members of the CALIFORNIA CLASS have no
21 plain, speedy and/or adequate remedy at law that will end the unlawful and unfair business
22 practices of DEFENDANT. Further, the practices herein alleged presently continue to occur
23 unabated. As a result of the unlawful and unfair business practices described herein,
24 PLAINTIFFS and the other members of the CALIFORNIA CLASS have suffered and will
25 continue to suffer irreparable legal and economic harm unless DEFENDANT is restrained from
26 continuing to engage in these unlawful and unfair business practices.

27 **SECOND CAUSE OF ACTION**

28 **For Failure To Pay Minimum Wages**

1 **[Cal. Lab. Code §§ 1194, 1197 and 1197.1]**

2 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS**

3 **and Against All Defendants)**

4 64. PLAINTIFFS , and the other members of the CALIFORNIA LABOR SUB-
5 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
6 paragraphs of this Complaint.

7 65. PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
8 CLASS bring a claim for DEFENDANT's willful and intentional violations of the California
9 Labor Code and the Industrial Welfare Commission requirements for DEFENDANT's failure
10 to accurately calculate and pay minimum wages to PLAINTIFFS and CALIFORNIA CLASS
11 Members.

12 66. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
13 public policy, an employer must timely pay its employees for all hours worked.

14 67. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
15 commission is the minimum wage to be paid to employees, and the payment of a less wage than
16 the minimum so fixed in unlawful.

17 68. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
18 including minimum wage compensation and interest thereon, together with the costs of suit.

19 69. DEFENDANT maintained a wage practice of paying PLAINTIFFS and the other
20 members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct amount of
21 time they work. As set forth herein, DEFENDANT's policy and practice was to unlawfully and
22 intentionally deny timely payment of wages due to PLAINTIFFS and the other members of the
23 CALIFORNIA LABOR SUB-CLASS.

24 70. DEFENDANT's unlawful wage and hour practices manifested, without limitation,
25 applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of implementing
26 a policy and practice that denies accurate compensation to PLAINTIFFS and the other
27 members of the CALIFORNIA LABOR SUB-CLASS in regards to minimum wage pay.

28 71. In committing these violations of the California Labor Code, DEFENDANT

1 inaccurately calculated the correct time worked and consequently underpaid the actual time
2 worked by PLAINTIFFS and other members of the CALIFORNIA LABOR SUB-CLASS.
3 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and other
4 benefits in violation of the California Labor Code, the Industrial Welfare Commission
5 requirements and other applicable laws and regulations.

6 72. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
7 PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS did not
8 receive the correct minimum wage compensation for their time worked for DEFENDANT.

9 73. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT
10 required, permitted or suffered PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS
11 Members to work without paying them for all the time they were under DEFENDANT's
12 control. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFFS and the
13 other members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked that
14 they were entitled to, constituting a failure to pay all earned wages.

15 74. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
16 compensation to PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
17 CLASS for the true time they worked, PLAINTIFFS and the other members of the
18 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
19 injury in amounts which are presently unknown to them and which will be ascertained
20 according to proof at trial.

21 75. DEFENDANT knew or should have known that PLAINTIFFS and the other
22 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for their time
23 worked. DEFENDANT elected, either through intentional malfeasance or gross nonfeasance,
24 to not pay employees for their labor as a matter of company policy, practice and procedure, and
25 DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFFS and the other
26 members of the CALIFORNIA LABOR SUB-CLASS the correct minimum wages for their
27 time worked.

28 76. In performing the acts and practices herein alleged in violation of California labor

1 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for
2 all time worked and provide them with the requisite compensation, DEFENDANT acted and
3 continues to act intentionally, oppressively, and maliciously toward PLAINTIFFS and the other
4 members of the CALIFORNIA LABOR SUB-CLASS with a conscious and utter disregard for
5 their legal rights, or the consequences to them, and with the despicable intent of depriving them
6 of their property and legal rights, and otherwise causing them injury in order to increase
7 company profits at the expense of these employees.

8 77. PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
9 CLASS therefore request recovery of all unpaid wages, according to proof, interest, statutory
10 costs, as well as the assessment of any statutory penalties against DEFENDANT, in a sum as
11 provided by the California Labor Code and/or other applicable statutes. To the extent minimum
12 wage compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS
13 Members who have terminated their employment, DEFENDANT's conduct also violates Labor
14 Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time
15 penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these
16 CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's conduct as alleged herein
17 was willful, intentional and not in good faith. Further, PLAINTIFFS and other CALIFORNIA
18 LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

19 **THIRD CAUSE OF ACTION**

20 **For Failure To Pay Overtime Compensation**

21 **[Cal. Lab. Code § 510]**

22 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All**
23 **Defendants)**

24 78. PLAINTIFFS , and the other members of the CALIFORNIA LABOR SUB-
25 CLASS, reallege and incorporate by this reference, as though full set forth herein, the prior
26 paragraphs of this Complaint.

27 79. PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
28 CLASS bring a claim for DEFENDANT's willful and intentional violations of the California

1 Labor Code and the Industrial Welfare Commission requirements for DEFENDANT's failure
2 to pay these employees for all overtime worked, including, work performed in excess of eight
3 (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any
4 workweek.

5 80. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
6 public policy, an employer must timely pay its employees for all hours worked.

7 81. Cal. Lab. Code § 510 further provides that employees in California shall not be
8 employed more than eight (8) hours per workday and more than forty (40) hours per workweek
9 unless they receive additional compensation beyond their regular wages in amounts specified
10 by law.

11 82. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
12 including minimum wage and overtime compensation and interest thereon, together with the
13 costs of suit. Cal. Lab. Code § 1198 further states that the employment of an employee for
14 longer hours than those fixed by the Industrial Welfare Commission is unlawful.

15 83. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFFS and
16 CALIFORNIA LABOR SUB-CLASS Members were required, permitted or suffered by
17 DEFENDANT to work for DEFENDANT and were not paid for all the time they worked,
18 including overtime work.

19 84. DEFENDANT's unlawful wage and hour practices manifested, without limitation,
20 applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of implementing
21 a policy and practice that failed to accurately record overtime worked by PLAINTIFFS and
22 other CALIFORNIA LABOR SUB-CLASS Members and denied accurate compensation to
23 PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS for overtime
24 worked, including, the overtime work performed in excess of eight (8) hours in a workday,
25 and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

26 85. In committing these violations of the California Labor Code, DEFENDANT
27 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
28 PLAINTIFFS and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT acted

1 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation
2 of the California Labor Code, the Industrial Welfare Commission requirements and other
3 applicable laws and regulations.

4 86. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
5 the PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS did not
6 receive full compensation for overtime worked.

7 87. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
8 from the overtime requirements of the law. None of these exemptions are applicable to the
9 PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,
10 PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS were not
11 subject to a valid collective bargaining agreement that would preclude the causes of action
12 contained herein this Complaint. Rather, PLAINTIFFS bring this Action on behalf of
13 themselves and the CALIFORNIA LABOR SUB-CLASS based on DEFENDANT's violations
14 of non-negotiable, non-waiveable rights provided by the State of California.

15 88. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFFS and
16 the other members of the CALIFORNIA LABOR SUB-CLASS have been paid less for
17 overtime worked that they are entitled to, constituting a failure to pay all earned wages..

18 89. DEFENDANT failed to accurately pay the PLAINTIFFS and the other members
19 of the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they worked which
20 was in excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510,
21 1194 & 1198, even though PLAINTIFFS and the other members of the CALIFORNIA
22 LABOR SUB-CLASS were required to work, and did in fact work, overtime as to which
23 DEFENDANT failed to accurately record and pay as evidenced by DEFENDANT's business
24 records and witnessed by employees.

25 90. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
26 compensation to PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
27 CLASS for the true amount of time they worked, PLAINTIFFS and the other members of the
28 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic

1 injury in amounts which are presently unknown to them and which will be ascertained
2 according to proof at trial.

3 91. DEFENDANT knew or should have known that PLAINTIFFS and the other
4 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for all overtime
5 worked. DEFENDANT elected, either through intentional malfeasance or gross nonfeasance,
6 to not pay employees for their labor as a matter of company policy, practice and procedure, and
7 DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFFS and the other
8 members of the CALIFORNIA LABOR SUB-CLASS for overtime worked.

9 92. In performing the acts and practices herein alleged in violation of California labor
10 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for
11 all overtime worked and provide them with the requisite overtime compensation, DEFENDANT
12 acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFFS
13 and the other members of the CALIFORNIA LABOR SUB-CLASS with a conscious of and
14 utter disregard for their legal rights, or the consequences to them, and with the despicable intent
15 of depriving them of their property and legal rights, and otherwise causing them injury in order
16 to increase company profits at the expense of these employees.

17 93. PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
18 CLASS therefore request recovery of all overtime wages, according to proof, interest, statutory
19 costs, as well as the assessment of any statutory penalties against DEFENDANT, in a sum as
20 provided by the California Labor Code and/or other applicable statutes. To the extent minimum
21 and/or overtime compensation is determined to be owed to the CALIFORNIA LABOR SUB-
22 CLASS Members who have terminated their employment, DEFENDANT's conduct also
23 violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to
24 waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf
25 of these CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's conduct as alleged
26 herein was willful, intentional and not in good faith. Further, PLAINTIFFS and other
27 CALIFORNIA LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

28 **FOURTH CAUSE OF ACTION**

For Failure to Provide Required Meal Periods
[Cal. Lab. Code §§ 226.7 & 512]
(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All
Defendants)

94. PLAINTIFFS , and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

95. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time failed to provide all the legally required off-duty meal breaks to PLAINTIFFS and the other CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order and Labor Code. The nature of the work performed by PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS MEMBERS did not prevent these employees from being relieved of all of their duties for the legally required off-duty meal periods. As a result of their rigorous work schedules, PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members were from time to time not fully relieved of duty by DEFENDANT for their meal periods. Additionally, DEFENDANT's failure to provide PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS Members with legally required meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT's business records from time to time. Further, DEFENDANT failed to provide PLAINTIFFS and CALIFORNIA CLASS Members with a second off-duty meal period in some workdays in which these employees were required by DEFENDANT to work ten (10) hours of work from time to time. As a result, PLAINTIFFS and other members of the CALIFORNIA LABOR SUB-CLASS therefore forfeited meal breaks without additional compensation and in accordance with DEFENDANT's strict corporate policy and practice.

96. DEFENDANT further violates California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS Members who were not provided a meal period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that a meal period was not provided.

97. As a proximate result of the aforementioned violations, PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

FIFTH CAUSE OF ACTION

For Failure to Provide Required Rest Periods

[Cal. Lab. Code §§ 226.7 & 512]

(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

98. PLAINTIFFS , and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

99. PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members were from time to time required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees from time to time were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time. PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members were also not provided with one hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members were periodically denied their proper rest periods by DEFENDANT and DEFENDANT's managers.

100. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS Members who were not provided a rest period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that rest period was not provided.

101. As a proximate result of the aforementioned violations, PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

SIXTH CAUSE OF ACTION

For Failure to Provide Accurate Itemized Statements

[Cal. Lab. Code § 226]

(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

102. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

103. Cal. Labor Code § 226 provides that an employer must furnish employees with an “accurate itemized” statement in writing showing:

- (1) gross wages earned,
- (2) 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,
- (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
- (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,
- (5) net wages earned,
- (6) the inclusive dates of the period for which the employee is paid,
- (7) 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,
- (8) the name and address of the legal entity that is the employer, and
- (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

104. From time to time, DEFENDANT also fails to provide PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate wage statements which failed to show, among other things, the correct gross and net wages earned.

1 Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her employees
2 with an accurate itemized wage statement in writing showing, among other things, gross wages
3 earned and all applicable hourly rates in effect during the pay period and the corresponding
4 amount of time worked at each hourly rate. Aside, from the violations listed above in this
5 paragraph, DEFENDANT fails to issue to PLAINTIFFS an itemized wage statement that lists
6 all the requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT from
7 time to time provides PLAINTIFFS and the other members of the CALIFORNIA LABOR
8 SUB-CLASS with wage statements which violated Cal. Lab. Code § 226.

9 105. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code
10 § 226, causing injury and damages to PLAINTIFFS and the other members of the
11 CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs
12 expended calculating the correct wages for all missed meal and rest breaks and the amount of
13 employment taxes which were not properly paid to state and federal tax authorities. These
14 damages are difficult to estimate. Therefore, PLAINTIFFS and the other members of the
15 CALIFORNIA LABOR SUB-CLASS may elect to recover liquidated damages of fifty dollars
16 (\$50.00) for the initial pay period in which the violation occurred, and one hundred dollars
17 (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, in
18 an amount according to proof at the time of trial (but in no event more than four thousand
19 dollars (\$4,000.00) for PLAINTIFFS and each respective member of the CALIFORNIA
20 LABOR SUB-CLASS.

21 **SEVENTH CAUSE OF ACTION**

22 **For Failure to Reimburse Employees for Required Expenses**

23 **[Cal. Lab. Code § 2802]**

24 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All**
25 **Defendants)**

26 106. PLAINTIFFS and the other CALIFORNIA LABOR SUB-CLASS members
27 reallege and incorporate by this reference, as though fully set forth herein, the prior
28 paragraphs of this Complaint.

1 107. Cal. Lab. Code § 2802 provides, in relevant part, that:

2 An employer shall indemnify his or her employee for all necessary
3 expenditures or losses incurred by the employee in direct consequence of the
4 discharge of his or her duties, or of his or her obedience to the directions of the
 employer, even though unlawful, unless the employee, at the time of obeying
 the directions, believed them to be unlawful.

5 108. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802, by
6 failing to indemnify and reimburse PLAINTIFFS and the CALIFORNIA LABOR SUB-
7 CLASS members for required expenses incurred in the discharge of their job duties for
8 DEFENDANT's benefit. DEFENDANT failed to reimburse PLAINTIFFS and the
9 CALIFORNIA LABOR SUB-CLASS members for expenses which included, but were not
10 limited to, costs related to using their personal cellular phones and personal home offices on
11 behalf of and for the benefit of DEFENDANT. Specifically, PLAINTIFFS and other
12 CALIFORNIA LABOR SUB-CLASS Members were required by DEFENDANT to use their
13 personal cellular phones and personal home offices in order to perform work related job tasks.
14 DEFENDANT's policy and practice was to not reimburse PLAINTIFFS and the
15 CALIFORNIA LABOR SUB-CLASS members for expenses resulting from using their personal
16 cellular phones and personal home offices for DEFENDANT within the course and scope of
17 their employment for DEFENDANT. These expenses were necessary to complete their
18 principal job duties. DEFENDANT is estopped by DEFENDANT's conduct to assert any
19 waiver of this expectation. Although these expenses were necessary expenses incurred by
20 PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS members, DEFENDANT failed
21 to indemnify and reimburse PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS
22 members for these expenses as an employer is required to do under the laws and regulations of
23 California.

24 109. PLAINTIFFS therefore demand reimbursement for expenditures or losses
25 incurred by themselves and the CALIFORNIA LABOR SUB-CLASS members in the discharge
26 of their job duties for DEFENDANT, or their obedience to the directions of DEFENDANT,
27 with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

1 **EIGHTH CAUSE OF ACTION**

2 **For Failure to Pay Sick Pay Wages**

3 **[Cal. Lab. Code §§ 201-204, 210, 233, 246]**

4 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS**
5 **and Against All Defendants)**

6 110. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-
7 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior
8 paragraphs of this Complaint.

9 111. Cal Lab. Code § 233 provides that an employer must permit an employee to use
10 accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then current rate
11 of entitlement. Cal Lab. Code § 246 provides that an employee is entitled to sick pay wages for
12 use of accrued sick leave pursuant to Cal Lab. Code § 246.5. Specifically, once accrued sick
13 leave is used as paid sick time, an employee has a vested right to sick pay wages, which an
14 employer must calculate and compensate based on one of two calculations: (i) "Paid sick time
15 for nonexempt employees shall be calculated in the same manner as the regular rate of pay for
16 the workweek in which the employee uses paid sick time, whether or not the employee actually
17 works overtime in that workweek," or (ii) "Paid sick time for nonexempt employees shall be
18 calculated by dividing the employee's total wages, not including overtime premium pay, by the
19 employee's total hours worked in the full pay periods of the prior 90 days of employment."
20 Under Cal Lab. Code §§ 218 and 233, employees may sue to recover underpaid sick pay wages
21 as damages.

22 112. As a matter of policy and practice, DEFENDANT pays sick pay wages to
23 PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS at the
24 incorrect rate of pay. PLAINTIFFS and the other members of the CALIFORNIA LABOR-
25 SUB-CLASS regularly use accrued sick leave in the workweeks in which they also earn non-
26 hourly remuneration. As a matter of policy and practice, DEFENDANT pays sick pay wages
27 to PLAINTIFFS and the other members of the CALIFORNIA LABOR-SUB-CLASS at the
28 base hourly pay, as opposed to the regular rate of pay, which would consider all non-hourly

1 remuneration in addition to base hourly wages, or the rate resulting from dividing the
2 employee's total wages, not including overtime premium pay, by the employee's total hours
3 worked in the full pay periods of the prior 90 days of employment. As a result, DEFENDANT
4 underpaid sick pay wages to PLAINTIFFS and the other members of the CALIFORNIA
5 LABOR-SUB-CLASS.

6 113. Cal. Lab. Code § 204 provides that wages generally are due and payable twice
7 during each calendar month and are to be paid no later than the payday for the next regular
8 payroll period. Consistent with Cal. Lab. Code § 204, Cal. Lab. Code § 246 specifically
9 requires that, upon use of accrued sick leave, vested sick pay wages are due and to be paid no
10 later than the payday for the next regular payroll period after accrued sick leave is used as paid
11 sick time. Similarly, Cal. Lab. Code § 201 provides that if an employer discharges an
12 employee, wages earned and unpaid at the time of discharge are due and payable immediately.
13 Cal. Lab. Code § 202 provides that an employee is entitled to receive all unpaid wages no later
14 than 72 hours after an employee quits his or her employment, unless the employee has given
15 72-hour notice of his or her intention to quit, in which case the employee is entitled to his or her
16 wages at the time of quitting. The Labor Code penalizes untimely payments. For example, Cal.
17 Lab. Code § 203 provides that if an employer willfully fails to pay wages owed in accordance
18 with Cal. Lab. Code §§ 201-202, then the wages of the employee shall continue as a penalty
19 from the due date, and at the same rate until paid, but the wages shall not continue for more than
20 thirty (30) days. Likewise, Cal. Lab. Code § 210 provides penalties for violations of Cal. Lab.
21 Code § 204 and untimely payments during employment. Under Cal. Lab. Code §§ 203, 210 and
22 218, employees may sue to recover applicable penalties.

23 114. As alleged herein and as a matter of policy and practice, DEFENDANT
24 routinely underpays sick pay wages and thus did not timely pay PLAINTIFFS and the other
25 members of the CALIFORNIA LABOR-SUB-CLASS all owing and underpaid sick pay wages.
26 As a result, DEFENDANT violates Cal. Lab. Code §§ 201-204, 210, 233, and 246, among other
27 Labor Code provisions. PLAINTIFFS are informed and believe that DEFENDANT was
28 advised by skilled lawyers and knew, or should have known, of the mandates of the Labor Code

1 as it relates to PLAINTIFFS' allegations, especially since the California Supreme Court has
2 explained that "[c]ourts have recognized that 'wages' also include those benefits to which an
3 employee is entitled as a part of his or her compensation, including money, room, board,
4 clothing, vacation pay, and sick pay." *Murphy v. Kenneth Cole Prods., Inc.*, 40 Cal. 4th 1094,
5 1103 (2007)(emphasis added). Because DEFENDANT willfully fails to timely pay
6 PLAINTIFFS and the other members of the CALIFORNIA LABOR-SUB-CLASS all sick pay
7 wages due, DEFENDANT is subject to applicable penalties.

8 115. Such a pattern, practice, and uniform administration of corporate policy is
9 unlawful and entitles PLAINTIFFS and the other members of the CALIFORNIA LABOR-
10 SUB-CLASS to underpaid sick pay wages, including interest thereon, applicable penalties,
11 attorney's fees, and costs of suit.

12 **NINTH CAUSE OF ACTION**

13 **For Failure to Pay Reporting Time Wages**

14 **[Cal. Lab. Code §§ 1194, 1197, 1198]**

15 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS**

16 **and Against All Defendants)**

17 116. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-
18 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior
19 paragraphs of this Complaint.

20 117. Labor Code section 1197 makes it unlawful to pay an employee less than the
21 minimum wage as established by the Industrial Welfare Commission.

22 118. Labor Code section 1198 provides that the maximum hours of work and the
23 standard conditions of labor fixed by the commission shall be maximum, hours of work and the
24 standard conditions of labor for employees. The employment of any employee for longer hours
25 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

26 119. The applicable reporting time wages are fixed by the IWC in Wage Order 4-2001
27 and 5-2001.

28 120. In relevant part, Section 5 of the applicable wage order provides:

1 (A) Each workday an employee is required to report for work and does report,
2 but is not put to work or is furnished less than half said employee's usual
3 or scheduled day's work, the employee shall be paid for half the usual or
4 scheduled day's work, but in no event for less than two (2) hours nor more
5 than four (4) hours, at the employee's regular rate of pay, which shall not
6 be less than the minimum wage.

7 121. DEFENDANT failed to pay reporting time wages for days when PLAINTIFFS
8 and the CALIFORNIA LABOR SUB-CLASS were released after less than half of their shift.

9 122. By failing to pay hourly wages for reporting time, DEFENDANT willfully
10 violated Labor Code sections 1194, 1197, 1198, and IWC Wage Order 4-2001 and 5-2001.

11 **TENTH CAUSE OF ACTION**

12 **Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq. ("FLSA")**

13 **(By PLAINTIFFS and the COLLECTIVE CLASS against DEFENDANT)**

14 123. PLAINTIFFS, and the other members of the COLLECTIVE CLASS, reallege and
15 incorporate by reference, as though fully set forth herein, the prior paragraphs of this
16 Complaint.

17 124. DEFENDANT is engaged in communication, business, and transmission between
18 the states, and is, therefore, engaged in commerce within the meaning of 29 U.S.C. § 203(b).

19 125. PLAINTIFFS further bring the Tenth Cause of Action on behalf of a
20 COLLECTIVE CLASS in accordance with 29 U.S.C. § 216 defined as all persons who are or
21 were previously employed by DEFENDANT in California as non-exempt employees (the
22 "COLLECTIVE CLASS") at any time during the period of January 1, 2021 through December
23 31, 2024 (the "COLLECTIVE CLASS PERIOD").

24 126. 29 U.S.C. § 255 provides that a three-year statute of limitations applies to
25 willful violations of the FLSA.

26 127. 29 U.S.C. § 207(a)(1) provides in pertinent part:

27 Except as otherwise provided in this section, no employer shall employ any of his
28 employees who in any workweek is engaged in commerce or in the production
of goods for commerce, or is employed in an enterprise engaged in commerce or
in the production of goods for commerce, for a workweek longer than forty hours
unless such employee receives compensation for his employment in excess of the
hours above specified at a rate not less than one and one-half times the regular

1 rate at which he is employed.

2 128. Pursuant to the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., the
3 PLAINTIFFS and the other members of the COLLECTIVE CLASS are entitled to overtime
4 compensation for all overtime hours actually worked, at a rate not less than one and one-half
5 times their regular rate of pay for all hours worked in excess of forty (40) hours in any
6 workweek. DEFENDANTS' failure to correctly calculate overtime wages as required by
7 federal law was willful and not in good faith.

8 129. During the COLLECTIVE CLASS PERIOD, PLAINTIFFS, and other members
9 of the COLLECTIVE CLASS, worked more than forty (40) hours in a workweek.

10 130. At all relevant times, DEFENDANT required PLAINTIFFS and COLLECTIVE
11 CLASS Members to work off the clock without paying them for all the time they were under
12 DEFENDANT's control. DEFENDANT, as a matter of established company policy and
13 procedure, administers a uniform practice of rounding the actual time worked and recorded by
14 PLAINTIFFS and COLLECTIVE CLASS Members, always to the benefit of DEFENDANT,
15 so that during the course of their employment, PLAINTIFFS and CALIFORNIA CLASS
16 Members are paid less than they would have been paid had they been paid for actual recorded
17 time rather than "rounded" time. Additionally, DEFENDANT engages in the practice of
18 requiring PLAINTIFFS and COLLECTIVE CLASS Members to perform work off the clock
19 in that DEFENDANT, as a condition of employment, required these employees to submit to
20 mandatory temperature checks and symptom questionnaires for COVID-19 screening prior to
21 clocking into DEFENDANT's timekeeping system for the workday. PLAINTIFFS were
22 required to report early for their shifts, wait in line, go through COVID-19 screenings and to
23 perform certain preparatory work for the day. PLAINTIFFS and the COLLECTIVE CLASS
24 Members were also required to perform pre and post shift activities off the clock including
25 donning and doffing of protective wear, pre and post-shift testing or inspections, health status
26 related activities including testing, reporting, and queuing for testing. For instance,
27 PLAINTIFFS were required to respond to work related communications while off the clock.
28 PLAINTIFFS and the COLLECTIVE CLASS Members were required to attend to patients

1 while off the clock. However, they were not paid for this time and were only paid for the
2 scheduled shift times. DEFENDANT's policy and practice not to pay PLAINTIFFS and other
3 COLLECTIVE CLASS Members for all time worked, is evidenced by DEFENDANT's
4 business records.

5 131. Additionally, state and federal law provides that employees must be paid overtime
6 and meal and rest break premiums at one-and-one-half times their "regular rate of pay."
7 PLAINTIFFS and other COLLECTIVE CLASS Members are compensated at an hourly rate
8 plus incentive pay that is tied to specific elements of an employee's performance. The second
9 component of PLAINTIFFS' and other COLLECTIVE CLASS Members' compensation is
10 DEFENDANT's non-discretionary incentive program that paid PLAINTIFFS and other
11 COLLECTIVE CLASS Members incentive wages based on their performance for
12 DEFENDANT. The non-discretionary incentive program provided all employees paid on an
13 hourly basis with incentive compensation when the employees met the various performance
14 goals set by DEFENDANT. However, when calculating the regular rate of pay in order to pay
15 overtime to PLAINTIFFS and other COLLECTIVE CLASS Members, DEFENDANT failed
16 to include the incentive compensation as part of the employees' "regular rate of pay" for
17 purposes of calculating overtime pay. Management and supervisors described the incentive
18 program to potential and new employees as part of the compensation package. As a matter of
19 law, the incentive compensation received by PLAINTIFFS and other COLLECTIVE CLASS
20 Members must be included in the "regular rate of pay." The failure to do so has resulted in a
21 underpayment of overtime compensation to PLAINTIFFS and other COLLECTIVE CLASS
22 Members by DEFENDANT. DEFENDANT's uniform policy and practice not to pay
23 PLAINTIFFS and other COLLECTIVE CLASS Members for all overtime worked, is evidenced
24 by DEFENDANT's business records. Thus, DEFENDANT failed to pay the PLAINTIFFS, and
25 other members of the COLLECTIVE CLASS, overtime compensation for the hours they have
26 worked in excess of the maximum hours permissible by law as required by § 207 of the FLSA,
27 even though the PLAINTIFFS, and the other members of the COLLECTIVE CLASS, were
28 regularly required to work, and did in fact work, overtime hours.

132. For purposes of the Fair Labor Standards Act, the employment practices of DEFENDANT were and are uniform throughout California in all respects material to the claims asserted in this Complaint.

133. As a result of DEFENDANT's failure to pay the correct overtime compensation for overtime hours worked, as required by the FLSA, PLAINTIFFS and the members of the COLLECTIVE CLASS were damaged in an amount to be proved at trial.

134. Therefore, PLAINTIFFS demand that they and the members of the COLLECTIVE CLASS be paid the correct overtime compensation as required by the FLSA for every hour of overtime worked plus interest and statutory costs as provided by law.

ELEVENTH CAUSE OF ACTION

For Violation of the Private Attorneys General Act

[Cal. Lab. Code §§ 2698, *et seq.*]

(By PLAINTIFFS and against All Defendants)

135. PLAINTIFFS reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

136. PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who do so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys general to recover civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be subject to arbitration.

137. PLAINTIFFS, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private Attorney General

1 Act, brings this Representative Action on behalf of the State of California with respect to
2 herself and all individuals who are or previously were employed by DEFENDANT in
3 California, and classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during
4 the time period of October 24, 2021 through December 31, 2024 (the "PAGA PERIOD").

5 138. On June 29, 2022, Plaintiff Morris gave written notice by electronic mail to the
6 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
7 employer of the specific provisions of this code alleged to have been violated as required by
8 Labor Code § 2699.3. On December 30, 2022, Plaintiffs Ortega-Calbert and Blandino gave
9 written notice by electronic mail to the Agency and by certified mail to the employer of the
10 specific provisions of this code alleged to have been violated as required by Labor Code §
11 2699.3. On August 28, 2023, Plaintiff Hughes gave written notice by electronic mail to the
12 Agency and by certified mail to the employer of the specific provisions of this code alleged to
13 have been violated as required by Labor Code § 2699.3. The statutory waiting period for
14 PLAINTIFFS to add these allegations to the Complaint has expired. As a result, pursuant to
15 Section 2699.3, PLAINTIFFS may now commence a representative civil action under PAGA
16 pursuant to Section 2699 as the proxies of the State of California with respect to all
17 AGGRIEVED EMPLOYEES as herein defined.

18 139. The policies, acts and practices heretofore described were and are an unlawful
19 business act or practice because DEFENDANT (a) failed to provide PLAINTIFFS and the
20 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record
21 and provide legally required meal and rest periods, (c) failed to pay minimum wages, (d) failed
22 to pay overtime wages and sick pay wages, and (e) failed to reimburse employees for required
23 expenses, all in violation of the applicable Labor Code sections listed in Labor Code §§ 201,
24 202, 203, 204, 210, 206, 216, 218, 218.5, 218.6, 221-224, 225.5, 226, 226.3, 226.7, 227, 227.3,
25 233, 245 et seq, 510, 511, 512, 516, 517, 551, 552, 558, 1174, 1174.5, 1175, 1182.12, 1194,
26 1194.2, 1195, 1197, 1197.1, 1198, 1198.5, 1199, 2802, California Code of Regulations, Title
27 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s), and thereby gives
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1 rise to civil penalties as a result of such conduct.¹ PLAINTIFFS hereby seek recovery of only
2 civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the
3 representative of the State of California for the illegal conduct perpetrated on PLAINTIFFS and
4 the AGGRIEVED EMPLOYEES.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, PLAINTIFFS pray for judgment against each Defendant, jointly and
7 severally, as follows:

8 1. On behalf of the CALIFORNIA CLASS:

- 9 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA
10 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
11 B) An order temporarily, preliminarily and permanently enjoining and restraining
12 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
13 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully
14 withheld from compensation due to PLAINTIFFS and the other members of the
15 CALIFORNIA CLASS; and,
16 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund
17 for restitution of the sums incidental to DEFENDANT's violations due to
18 PLAINTIFFS and to the other members of the CALIFORNIA CLASS.

19 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- 20 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth
21 and Ninth Causes of Action asserted by the CALIFORNIA LABOR SUB-
22 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
23 B) Compensatory damages, according to proof at trial, including compensatory
24 damages for minimum, overtime and sick pay compensation due PLAINTIFFS
25 and the other members of the CALIFORNIA LABOR SUB-CLASS, during the
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27 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
28 Code §558(a)(3).

- 1 applicable CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon
2 at the statutory rate;
- 3 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period
4 in which a violation occurs and one hundred dollars (\$100) per each member of
5 the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay
6 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
7 an award of costs for violation of Cal. Lab. Code § 226;
- 8 D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
9 the applicable IWC Wage Order;
- 10 E) For liquidated damages pursuant to California Labor Code Sections 1194.2 and
11 1197; and,
- 12 F) The amount of the expenses PLAINTIFFS and each member of the
13 CALIFORNIA LABOR SUBCLASS incurred in the course of their job duties,
14 plus interest, and costs of suit.
- 15 3. On behalf of the COLLECTIVE CLASS:
- 16 A) That the Court certify the Eighth Cause of Action asserted by the COLLECTIVE
17 CLASS as an opt-in Class Action under 29 U.S.C. § 216(b);
- 18 B) Issue a declaratory finding that DEFENDANT's acts, policies, practices and
19 procedures complained of herein violated provisions of the Fair Labor Standards
20 Act; and
- 21 C) That the PLAINTIFFS and the COLLECTIVE CLASS members recover
22 compensatory damages and an equal amount of liquidated damages as provided
23 under the law and in 29 U.S.C. § 216(b).
- 24 4. On behalf of the State of California and with respect to all AGGRIEVED
25 EMPLOYEES:
- 26 A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
27 General Act of 2004
- 28 5. On all claims:

- 1 A) An award of interest, including prejudgment interest at the legal rate;
2 B) Such other and further relief as the Court deems just and equitable; and,
3 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the
4 law, including, but not limited to, pursuant to Labor Code §221, §226, §1194,
5 and/or §2802.

6
7 Dated: March 5, 2025

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

8
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DEMAND FOR A JURY TRIAL

PLAINTIFFS demand a jury trial on issues triable to a jury.

Dated: March 5, 2025 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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