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ALENCASTER on behalf of himself and others
similarly situated

[Additional counsel on following page]

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

FERNANDO ALENCASTER, on behalf of
himself and all others similarly situated,

Plaintiff,

v.

HONEYWELL INTERNATIONAL, INC., a
Delaware corporation; and DOES 1 to 10,
inclusive,

Defendant.

CASE NO.

CLASS ACTION COMPLAINT FOR:

- 1. Failure to Pay Overtime Wages in Violation of Labor Code sections 510 and 1198;**
- 2. Failure to pay all Wages and Minimum Wages in Violation of Labor Code sections 221, 223, 1182, 1194, 1197, and 1198;**
- 3. Failure to Provide Meal Periods in Violation of Labor Code sections 226.7, 512, 516 and 1198;**
- 4. Failure to Provide Rest Periods in Violation of Labor Code sections 226.7, 516, 1198;**
- 5. Failure to Timely Furnish Accurate Itemized Wage Statements in Violation of Labor Code section 226(a) and Failure to Maintain Accurate Records;**
- 6. Failure to Provide Sick Pay in Violation of Labor Code Section 246;**
- 7. Failure to Timely Pay Wages During Employment in Violation of Labor Code Section 204;**
- 8. Waiting Time Penalties Pursuant to Labor Code sections 201 and 203;**
- 9. Failure to Reimburse Business Expenses in Violation of Labor Code section 2802; and**
- 10. Violations of Business & Professions Code section 17200 et seq.**

DEMAND FOR JURY TRIAL

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1 Plaintiff, FERNANDO ALENCASER (hereinafter "Plaintiff") hereby submits his
2 Complaint against Defendant HONEYWELL INTERNATIONAL INC. a Delaware
3 corporation; and DOES 1 to 10 (hereinafter referred to as "Defendant") on behalf of himself and the
4 class of all other similarly situated current and former employees of Defendant as follows:

5 **NATURE OF THE CASE**

6 1. This is a class action arising out of Defendant's failure to provide their non-exempt
7 employees with all wages, meal and rest periods in compliance with the applicable wage order
8 and/or the California Labor Code, by failing to pay sick pay wages at the regular rate, by failing to
9 reimburse business expenses, and by failing to comply with the applicable wage order and/or the
10 Labor Code in regards to the payment of wages.

11 2. Honeywell International, Inc. is a multinational conglomerate corporation
12 headquartered in Charlotte, North Carolina. It primarily operates in four areas of business:
13 aerospace, building technologies, performance materials and technologies, and safety and
14 productivity solutions. At all relevant times, Defendant issued and maintained uniform,
15 standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid
16 employees in California, including Plaintiff and others similarly situated, regardless of their
17 location or position.

18 3. Defendant has maintained practices across its locations which have failed and
19 continue to fail to pay Plaintiff and other non-exempt employees all wages. Specifically, Defendant
20 has a company-wide policy of subjecting Plaintiff and other non-exempt employees to work off the
21 clock. This has resulted in Defendant's failure to pay overtime wages to Plaintiff and other non-
22 exempt employees.

23 4. Defendant also failed to provide Plaintiff and non-exempt employees with
24 compliant meal and rest breaks because meal breaks and rest breaks were typically short and
25 interrupted by management. Moreover, Defendant also failed to reimburse Plaintiff and other non-
26 exempt employees for business related expenses, including but not limited to cellphone related
27 expenses.

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5. Defendant also failed to pay Plaintiff and non-exempt employees' sick pay at the correct regular rate, and instead paid it at their base rate of pay.

6. In light of the foregoing, Defendant failed to provide Plaintiff and other non-exempt employees with compliant wage statements and failed to timely pay final wages upon termination or separation from employment.

7. Plaintiff brings Causes of Action One through Ten (the “class claims”) as a class action on behalf of himself and other similarly situated individuals who have worked for Defendant in California, at any time from four-years prior to the filing of this complaint, through the resolution of this action. Plaintiff, on his own behalf and on behalf of all Class Members, brings the class claims pursuant to Labor Code sections 200-203, 221, 223, 226, 226.7, 246, 500, 510, 512, 1174, 1194, 1194.2, 1197, 1198, 2802, the applicable wage order and under Business & Professions Code sections 17200-17208, for unfair competition due to Defendant’s unlawful, unfair and fraudulent business acts and practices.

8. Plaintiff is informed and believes, and based thereon alleges, that Defendant has engaged in, among other things a system of willful violations of the Labor Code and the applicable IWC wage orders by creating and maintaining policies, practices and customs that knowingly deny employees the above stated rights and benefits.

PARTIES

9. Plaintiff, Fernando Alencaster is an individual over the age of eighteen (18) and is now, and/or at all relevant times mentioned in this Complaint was, a resident and domiciliary of the State of California. During the relevant time period, Plaintiff worked for Defendant in Torrance, California from approximately April 2015 through approximately May 5, 2022. Plaintiff worked as an Assembly and Test Technician and earned approximately \$28.85 per hour.

10. Plaintiff is informed and believes, and based thereon alleges, that Defendant Honeywell International, Inc. is a Delaware corporation. Plaintiff is further informed and believes that at all times relevant hereto, Defendant has transacted, and continues to transact, business throughout the State of California.

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1 11. Plaintiff is informed and believes, and based upon such information and belief
2 alleges, that Defendant is, now and/or at all times mentioned in this Complaint was in some manner
3 legally responsible for the events, happenings and circumstances alleged in this Complaint.

4 12. Plaintiff is further informed and believes, and based upon such information and
5 belief alleges, that at all times herein mentioned, Defendant proximately caused Plaintiff, all others
6 similarly situated, and the general public to be subjected to the unlawful practices, wrongs,
7 complaints, injuries and/or damages alleged in this Complaint.

8 13. Plaintiff is informed and believes and based thereon alleges that at all times herein
9 mentioned Defendant and DOES 1 through 10, are and were corporations, business entities,
10 individuals, and partnerships, licensed to do business and actually doing business in the State of
11 California.

12 14. Plaintiff does not know the true names or capacities, whether individual, partner or
13 corporate, of the Defendants sued herein as DOES 1 through 10, inclusive, and for that reason, said
14 Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
15 complaint when the true names and capacities are known. Plaintiff is informed and believes and
16 based thereon alleges that each of said fictitious Defendants were responsible in some way for the
17 matters alleged herein and proximately caused Plaintiff and members of the general public and
18 class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

19 15. At all times herein mentioned, each of said Defendants participated in the doing of
20 the acts hereinafter alleged to have been done by the named Defendant; and furthermore, the
21 Defendants, and each of them, were the agents, servants and employees of each of the other
22 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
23 within the course and scope of said agency and employment.

24 16. Plaintiff is informed and believes and based thereon alleges that at all times material
25 hereto, each of the Defendants named herein were the agent, employee, alter ego and/or joint
26 venturer of, or working in concert with each of the other co-Defendants and were acting within the
27 course and scope of such agency, employment, joint venture, or concerted activity. To the extent
28 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining

Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

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

18. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

19. The members of the Classes (as defined below), including the representative Plaintiff named herein, have been employed during the Class Period in California. The practices and policies which are complained of by way of this Complaint are enforced throughout the State of California.

JURISDICTION AND VENUE

20. The Court has jurisdiction over this class action pursuant to article 6, section 10 of the California Constitution and Code of Civil Procedure section 410.10.

21. Additionally, this Court has jurisdiction over Plaintiff's and the Class' claims for injunctive relief, including restitution of earned wages, arising from Defendant's unfair competition under Business & Professions Code section 17203 and 17204. The Court also has jurisdiction over Plaintiff's and the Class' claims pursuant to the applicable provisions.

22. The Court has jurisdiction over Defendant because they are authorized to do business in the State of California and are registered with the California Secretary of State. Defendant does sufficient business with sufficient minimum contacts in California, and/or otherwise intentionally avails itself of the California market through the advertising, marketing and sale of goods and services, to render the exercise of jurisdiction over Defendant by the California court consistent with traditional notions of fair play and substantial justice.

23. Venue is proper in Los Angeles County because the acts which give rise to this litigation occurred in this county and because Defendant has employed class members in this county and transacts business in this county.

FACTUAL ALLEGATIONS

24. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

25. Defendant has engaged in, and continues to engage in, unfair business practices in California by practicing, employing and utilizing the employment practices and policies outlined above.

26. As a direct result of the wage and hour violations herein alleged, Plaintiff and members of the Classes have suffered, and continue to suffer substantial losses related to the use and enjoyment of wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel Defendant to fully perform its obligations under state law, all to Plaintiff's respective damage in amounts according to proof at the time of trial.

Defendant's Failure to Pay Overtime Wages

27. During the Class Period, upon information and belief, Defendant had, and continues to have, a company-wide policy of discouraging and impeding Plaintiff and members of the Classes from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. On information and belief, this policy of limiting overtime, led Plaintiff and members of the Classes to work off-the-clock before and after their scheduled shift times. For example, prior to every shift, Plaintiff was required to undergo a mandatory temperature check, and would have to wait in line with 15-20 other employees prior to clocking in. Further, Plaintiff alleges that he and other members of the Classes were required to badge into work at the front gate and then walk for 2 to 3 minutes inside the facility to clock in on the time clock. Moreover, Plaintiff and members of the Plaintiff Class would also have to clock out and then walk about two minutes to the breakroom for meals.

28. Because Plaintiff and members of the Classes worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Furthermore, even when overtime was paid for other time worked, Defendant failed

1 to incorporate earned bonuses and other remuneration into Plaintiff and members of the Classes’
2 regular rate.

3 29. Therefore, Plaintiff and members of the Classes were not paid overtime wages for
4 all of the overtime hours they actually worked.

5 ***Defendant’s Failure to Pay all Wages and Minimum Wages***

6 30. As stated above, during the relevant time period, as a result of Defendant’s policy of
7 limiting the amount of overtime employees could accrue, coupled with being under Defendant’s
8 control before and after their scheduled shift times, Plaintiff and members of the Classes were
9 forced to work off-the-clock.

10 31. Thus, Defendant did not pay at least minimum wages for all hours worked by
11 Plaintiff and members of the Classes. To the extent that these off-the-clock hours did not qualify
12 for overtime premium payment, Defendant did not pay at least minimum wages for those hours
13 worked off-the-clock.

14 ***Failure to Provide Compliant Meal Periods***

15 32. Plaintiff alleges that meal breaks were short as a result of walking about two
16 minutes to the breakroom after clocking out. Moreover, meal breaks were frequently interrupted by
17 management. As a result, Plaintiff and members of the Classes were forced to work in excess of
18 five (5) hours before taking a meal period.

19 33. Plaintiff and members of the Classes did not sign valid meal period waivers on days
20 that they were entitled to meal periods and were not relieved of all duties.

21 ***Defendant’s Failure to Provide Compliant Rest Breaks***

22 34. During the relevant time period, Defendant regularly failed to authorize and permit
23 Plaintiff and members of the Classes to take a ten (10) minute rest period per each four (4) hour
24 period worked or major fraction thereof.

25 35. Specifically, rest breaks were short as a result of walking about two minutes to and
26 from the break room, and were frequently interrupted by management.

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1 ***Defendant's Failure to Provide Compliant Wage Statements***

2 36. During the relevant time period, Defendant has knowingly and intentionally
3 provided Plaintiff and members of the Classes with uniform, incomplete, and inaccurate wage
4 statements. For example, Defendant issued uniform wage statements to Plaintiff and members of
5 the Classes that fail to correctly list: gross wages earned; total hours worked; net wages earned; and
6 all applicable hourly rates in effect during the pay period, including rates of pay for overtime
7 wages and/or meal and rest period premiums, and the corresponding number of hours worked at
8 each hourly rate.

9 37. Because Defendant did not record the time Plaintiff and members of the Classes
10 spent working off-the-clock and deducted time from their meal periods that were missed and/or
11 interrupted (and therefore time for which they should have been paid), Defendant did not list the
12 correct amount of gross wages and net wages earned by Plaintiff and members of the Classes in
13 compliance with Labor Code sections 226(a)(1) and 226(a)(5), respectively.

14 38. For the same reason, Defendant failed to accurately list the total number of hours
15 worked by Plaintiff and members of the Classes, and failed to list the applicable hourly rates of pay
16 in effect during the pay period and the corresponding accurate number of hours worked at each
17 hourly rate. Moreover, total hours only go to one decimal point, yet detailed hours in paystub go to
18 two decimal places.

19 39. Because Defendant failed to provide the correct net and gross wages earned,
20 applicable rates of pay, and number of total hours worked on wage statements, Plaintiff and
21 members of the Classes have been prevented from verifying, solely from information on the wage
22 statements themselves, that they were paid correctly and in full. Instead, Plaintiff and members of
23 the Classes have had to look to sources outside of the wage statements themselves and reconstruct
24 time records to determine whether in fact they were paid correctly and the extent of underpayment,
25 thereby causing them injury.

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1 ***Defendant's Failure to Provide Sick Pay at the Regular Rate***

2 40. Plaintiff received compensation, including "Retention Bonus" and "BravoUS"
3 bonus, in addition to his hourly wages while employed by Honeywell. Those additional amounts
4 should have been included when calculating his regular rate of pay and used when paying overtime
5 wages, premium wages, and sick leave wages, but were not. Instead, Plaintiff and members of the
6 Classes were paid sick wages at their base rate of pay.

7 ***Defendant's Failure to Timely Pay all Wages During Employment***

8 41. Labor Code section 204 requires that all wages earned by any person in any
9 employment between the 1st and the 15th days, inclusive, of any calendar month, other than those
10 wages due upon termination of an employee, are due and payable between the 16th and the 26th
11 day of the month during which the labor was performed, and that all wages earned by any person in
12 any employment between the 16th and the last day, inclusive, of any calendar month, other than
13 those wages due upon termination of an employee, are due and payable between the 1st and the
14 10th day of the following month.

15 42. Labor Code section 204 also requires that all wages earned for labor in excess of the
16 normal work period shall be paid no later than the payday for the next regular payroll period.
17 Alternatively, Labor Code section 204 provides that the requirements of this section are deemed
18 satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are
19 paid not more than seven (7) calendar days following the close of the payroll period.

20 43. During the class period, Defendant willfully failed to pay Plaintiff and members of
21 the Classes all wages due including, but not limited to, minimum wages, and/or meal and rest
22 period premiums, within the time periods specified by Labor Code section 204.

23 ***Defendant's Failure to Timely Pay Final Wage Upon Termination***

24 44. Defendant willfully failed to pay Plaintiff and members of the Classes who are no
25 longer employed by Defendant the earned and unpaid wages set forth above, including but not
26 limited to, overtime wages, minimum wages, and/or meal/rest period premiums, either at the time
27 of discharge, or within seventy-two (72) hours of their leaving Defendant's employ.

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1 ***Defendant's Failure to Reimburse Business Expenses***

2 45. During the relevant time period, Defendant had a company-wide policy whereby
3 management would text or call Plaintiff and members of the Classes on their personal cellphones
4 regarding work updates.

5 46. Although Defendant required Plaintiff and members of the Classes to use their
6 personal phones to carry out their work-related duties, Defendant failed to reimburse them for this
7 cost. Defendant could have provided Plaintiff and members of the Classes with the actual tools for
8 use on the job, such as supplied phones or provided a phone allowance. Instead, Defendant passed
9 these operating costs off onto Plaintiff and members of the Classes.

10 ***Facts Regarding Willfulness***

11 47. Plaintiff is informed and believes, and based thereon alleges, that Defendant is and
12 was advised by skilled lawyers, other professionals, employees with human resources background
13 and advisors with knowledge of the requirements of California wage and hour laws and that at all
14 relevant times, Defendant knew or should have known, that the Plaintiff Class Members, including
15 Plaintiff, were entitled to receive one hour of pay at the employee's regular rate of compensation
16 for each day that a meal and/or rest period was not provided and were and are entitled to receive
17 pay for all hours worked, accurate itemized wage statements, and final pay in a timely manner.

18 ***Unfair Business Practices***

19 48. Defendant has further engaged in, and continues to engage in, unfair business
20 practices in California by practicing, employing and utilizing the unlawful employment practices
21 and policies outlined above.

22 49. As a direct result of the wage and hour violations herein alleged, Plaintiff and
23 members of the Plaintiff Class have suffered, and continue to suffer substantial losses related to the
24 use and enjoyment of wages, lost interest on such wages, and expenses and attorneys' fees in
25 seeking to compel Defendant to perform their obligations under state law, all to Plaintiff's and the
26 Plaintiff Class members' respective damage in amounts according to proof at the time of trial.

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1 ***Plaintiff's Exhaustion of Administrative Remedies***

2 50. Plaintiff is currently complying with the procedures for bringing suit specified in
3 Labor Code section 2699.3.

4 51. By letter dated June 06, 2022, required notice was provided to the Labor and
5 Workforce Development Agency ("LWDA") and Defendant, of the specific provisions of the
6 Labor Code alleged to have been violated, including the facts and theories to support the alleged
7 violations.

8 52. This Complaint will be amended when more than sixty-five (65) days have passed
9 since the date the notice was mailed to Defendant and the LWDA, if the LWDA chooses not to
10 investigate the allegations herein.

11 **CLASS ACTION ALLEGATIONS**

12 53. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

13 54. Pursuant to Code of Civil Procedure section 382, this action is brought and may be
14 properly maintained as a class action. This action satisfies the ascertainability, numerosity,
15 commonality, typicality, adequacy, predominance, and superiority requirements of those
16 provisions.

17 55. Plaintiff brings this suit as a class action on behalf of two classes of individuals
18 defined as follows (collectively the "Classes"):

19 56. Plaintiff Class: All persons who have been, or currently are, employed by Defendant
20 and who held, or hold, job positions which Defendant has classified as "non-exempt" employees in
21 the State of California, at any time since four years prior to filing this action, through the date
22 judgment is rendered in this action.

23 57. Terminated Sub Class: All members of the Plaintiff Class whose employment ended
24 during the Class Period.

25 58. Numerosity: Plaintiff is informed and believes, and on that basis alleges, that during
26 the class period hundreds of class members have been employed by Defendant as non-exempt
27 employees in the State of California. Because so many persons have been employed by Defendant
28 in this capacity, the members of the Plaintiff Class are so numerous that joinder of all members is

impossible and/or impracticable.

59. Common Questions of Law and/or Fact: Common questions of law and fact exist as to all members of the Plaintiff Class and predominate over any questions affecting solely individual members of the Plaintiff Class. Among the questions of law and fact, that are relevant to the adjudication of Class Members' claims are as follows:

- a. Whether Plaintiff and Class Members are subject to and entitled to the benefits of California wage and hour statutes;
- b. Whether Defendant failed to pay Plaintiff and Class Members for all hours worked;
- c. Whether Defendant failed to pay Plaintiff and Class Members all overtime;
- d. Whether Defendant had a standard policy of not providing compliant meal breaks and premiums to Plaintiff and members of the Plaintiff Class;
- e. Whether Defendant had a standard policy of not providing compliant rest breaks and premiums to Plaintiff and members of the Plaintiff Class;
- f. Whether Defendant had a standard policy of not providing Plaintiff and members of the Plaintiff Class with sick pay at the regular rate;
- g. Whether Defendant unlawfully and/or willfully failed to provide Plaintiff and members of the Plaintiff Class with true and proper wage statements upon payment of wages, in violation of Labor Code section 226;
- h. Whether Defendant failed to timely pay wages to Plaintiff and members of the Plaintiff Class during their employment
- i. Whether Defendant unlawfully and/or willingly failed to timely pay Plaintiff and the Terminated Sub Class upon termination;
- j. Whether Defendant failed to reimburse Plaintiff and members of the Plaintiff Class for business-related expenses;
- k. Whether Plaintiff and members of the Plaintiff Class sustained damages, and if so, the proper measure of such damages, as well as interest, penalties, costs, attorneys' fees, and equitable relief;

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1 1. Whether Defendant's conduct as alleged herein violates the Unfair Business
2 Practices Act of California (Bus. & Prof. Code, § 17200 et seq.)

3 60. Typicality: The claims of the named Plaintiff are typical of the claims of the
4 members of the Plaintiff Class. Defendant's common course of conduct in failing to provide their
5 non-exempt employees with meal and rest periods and all wages in compliance with the applicable
6 wage order, or premium compensation at the regular rate in lieu thereof, failing to provide them
7 with proper wages and overtime, failing to reimburse them for work related expenses, failing to
8 provide sick pay at the regular rate of pay, and failing to provide them with compliant wage
9 statements has caused Plaintiff and the proposed Class to sustain the same or similar injuries and
10 damages. Plaintiff's claims are thereby representative of and co-extensive with the claims of the
11 proposed Class. Plaintiff and the proposed Class sustained the same or similar injuries and
12 damages arising from Defendant's common policies, practices, procedures, protocols, routines, and
13 rules which were applied to other Class Members as well as Plaintiff. Plaintiff seeks recovery for
14 the same type of losses, injuries, and damages as were suffered by other members of the proposed
15 class.

16 61. Adequacy of Representation: Plaintiff is an adequate representative of the proposed
17 classes because he is a member of the class, and his interests do not conflict with the interests of
18 the members he seeks to represent. Plaintiff has retained competent counsel, experienced in the
19 prosecution of complex class actions, and together Plaintiff and his counsel intend to prosecute this
20 action vigorously for the benefit of the classes. The interests of the Class Members will fairly and
21 adequately be protected by Plaintiff and his attorneys.

22 62. Superiority of Class Action: A class action is superior to other available methods for
23 the fair and efficient adjudication of this litigation since individual litigation of the claims of all
24 Class Members is impracticable. It would be unduly burdensome to the courts if these matters were
25 to proceed on an individual basis, because this would potentially result in hundreds of individual,
26 repetitive lawsuits. Further, individual litigation presents the potential for inconsistent or
27 contradictory judgments, and the prospect of a "race to the courthouse," and an inequitable
28 allocation of recovery among those with equally meritorious claims. By contrast, the class action

1 device presents far fewer management difficulties, and provides the benefit of a single
2 adjudication, economics of scale, and comprehensive supervision by a single court.

3 63. The various claims asserted in this action are additionally or alternatively certifiable
4 under the provisions of the Code of Civil Procedure section 382 because:

5 a. The prosecution of separate actions by hundreds of individual class members would
6 create a risk of varying adjudications with respect to individual class members, thus establishing
7 incompatible standards of conduct for Defendant, and

8 b. The prosecution of separate actions by individual class members would also create
9 the risk of adjudications with respect to them that, as a practical matter, would be dispositive of the
10 interest of the other class members who are not a party to such adjudications and would
11 substantially impair or impede the ability of such non-party class members to protect their interests.

12 **FIRST CAUSE OF ACTION**

13 **Unpaid Overtime**

14 **(By Plaintiff and Members of the Putative Class Against Defendant)**

15 64. Plaintiff incorporates herein by reference the allegations set forth above.

16 65. At all times relevant herein, which comprise of the time period not less than four (4)
17 years preceding the filing of this action, Defendant was required to compensate their hourly
18 employees for all overtime hours worked.

19 66. California Labor Code sections 510 and 1198 and the applicable Industrial Welfare
20 Commission ("IWC") wage order require employers to pay employees working more than eight (8)
21 hours in a day or more than forty (40) hours in a workweek at the rate of one-and-one-half (1 ½)
22 times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than
23 forty (40) hours in a workweek. The applicable IWC wage order further provides that employers
24 are required to pay employees working more than twelve (12) hours in a day overtime
25 compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay
26 includes all remuneration for employment paid to, or on behalf of, the employee, including
27 nondiscretionary bonuses and incentive pay.

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1 67. Defendant willfully failed to pay all overtime wages owed to Plaintiff and members
2 of the Classes. During the relevant time period, Plaintiff and members of the Classes were not paid
3 overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess
4 of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that
5 they worked were not recorded. For example, prior to every shift, Plaintiff was required to undergo
6 a mandatory temperature check, and would have to wait in line with 15-20 other employees prior to
7 clocking in. Further, Plaintiff alleges that he and members of the Classes were required to badge
8 into work at the front gate and then walk for 2 to 3 minutes inside the facility to clock in on the
9 time clock. Moreover, Plaintiff and members of the Plaintiff Class would also have to clock out
10 and then walk about two minutes to the breakroom for meals.

11 68. In addition to subjecting employees to work off the clock, Defendant also failed to
12 factor in “Retention Bonus” and “BravoUS” into Plaintiff’s and members of the Classes’ regular
13 rate of pay.

14 69. Defendant knew or should have known that as a result of company-wide practices
15 and/or policies, that prevents Plaintiff and members of the Classes from earning overtime, Plaintiff
16 and members of the Classes were performing assigned duties off-the-clock before and after their
17 shifts and/or during meal periods, and were suffered or permitted to perform work for which they
18 were not paid. Because Plaintiff and members of the Classes worked shifts of eight (8) hours a day
19 or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime
20 premium pay. Therefore, Plaintiff and members of the Classes were not paid overtime wages for all
21 of the overtime hours they actually worked.

22 70. Defendant’s failure to pay Plaintiff and members of the Classes the balance of
23 overtime compensation, as required by California law, violates the provisions of Labor Code
24 sections 510 and 1198. Plaintiff and members of the Classes are entitled to recover civil penalties,
25 attorney’s fees, costs, and interest thereon.

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1 **SECOND CAUSE OF ACTION**

2 **Failure to Pay All Wages**

3 **(By Plaintiff and Members of the Putative Class Against Defendant)**

4 71. Plaintiff incorporates herein by reference the allegations set forth above.

5 72. At all times relevant herein, which comprise the time period not less than four (4)
6 years preceding the filing of this action, Defendant was required to compensate their hourly
7 employees for all hours worked.

8 73. For at least the four (4) years preceding the filing of this action, Defendant failed to
9 compensate employees for all hours worked. Defendant implemented policies that actively
10 prevented employees from being compensated for all time worked by subjecting Plaintiff and
11 members of the Classes to work off-the-clock as mentioned above.

12 74. Under the applicable wage order and state regulations, Plaintiff and the Plaintiff
13 Class are entitled to recover compensation for all hours worked, but not paid, for the four (4) years
14 preceding the filing of this action, in addition to reasonable attorney's fees and costs of suit in
15 accordance with Labor Code section 218.5, and penalties pursuant to Labor Code sections 203 and
16 206.

17 75. The applicable IWC wage order section 2(G) defines "hours worked" to mean "the
18 time during which an employee is subject to the control of an employer and includes all the time
19 the employee is suffered or permitted to work, whether or not required to do so."

20 76. Defendant suffered or permitted Plaintiff and members of the Classes to work
21 portions of the day for which Defendant failed to compensate them. This includes time spent under
22 Defendant's control prior to clocking in, after clocking out, and during meal periods. For example,
23 prior to every shift, Plaintiff was required to undergo a mandatory temperature check, and would
24 have to wait in line with 15-20 other employees prior to clocking in. Further, Plaintiff alleges that
25 he and members of the Classes were required to badge into work at the front gate and then walk for
26 2 to 3 minutes inside the facility to clock in on the time clock.

27 77. Labor Code section 1194(a) provides in relevant part: "Notwithstanding any
28 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage ...

1 is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage
2 ... including interest thereon, reasonable attorney's fees, and costs of suit."

3 78. Labor Code section 1194.2(a) provides in relevant part: "In any action under section
4 1193.6 or section 1194 to recover wages because of the payment of a wage less than the minimum
5 wage fixed by an order of the commission, an employee shall be entitled to recover liquidated
6 damages in an amount equal to the wages unlawfully unpaid and interest thereon."

7 79. Labor Code section 1197 provides: "The minimum wage for employees fixed by the
8 commission is the minimum wage to be paid to employees, and the payment of a less wage than
9 the minimum so fixed is unlawful."

10 80. Plaintiff is informed and believes, and therefore alleges, that Defendant's
11 compensation schemes do not fairly compensate Plaintiff and other Class Members for all hours
12 spent performing their job duties.

13 81. The failure to pay at least minimum wages to Plaintiff and members of the Plaintiff
14 Class for each and every hour worked violates Labor Code sections 1182.11-1182.12, 1194,
15 1194.2, and 1197; the applicable IWC wage order section 4; and Business & Professions Code.

16 82. The failure to pay designated wages to Plaintiff and members of the Plaintiff Class
17 for each and every hour worked violates Labor Code section 221 and 223; the applicable IWC
18 wage order section 3; and Business & Professions Code.

19 83. During the applicable time period, Defendant has and continues to have a pattern
20 and practice of not providing its employees all wages, by failing to include all compensable time,
21 including time worked off-the-clock.

22 84. As a proximate result of the above-mentioned violations. Plaintiff and the Plaintiff
23 Class have been damaged in an amount according to proof at time of trial.

24 **THIRD CAUSE OF ACTION**

25 **Non-Compliant Meal Breaks**

26 **(By Plaintiff and Members of the Putative Class Against Defendant)**

27 85. Plaintiff hereby incorporates by reference each and every one of the allegations
28 contained in the preceding paragraphs as if the same were fully set forth herein.

1 86. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and the Class
2 Members regularly worked more than five (5) hours per shift and were entitled to a meal period of
3 not less than thirty (30) minutes without duty.

4 87. Nevertheless, Plaintiff is informed and believes, and thereon alleges, that Defendant
5 routinely failed to provide Plaintiff and the members of the Classes with such meal periods without
6 duty, notwithstanding the fact that Plaintiff and the members of the Classes had not waived their
7 right to the same. Thus, Defendant failed to provide Plaintiff and the members of the Classes with
8 meal periods required by Labor Code sections 226.7, 512, 516 and the applicable IWC wage order
9 section 10, and categorically failed to pay any and all meal period wages due.

10 88. Plaintiff and Class Members seek damages pursuant to Labor Code section 226.7(b)
11 and the applicable IWC wage order section 10(F), in the amount of one additional hour of pay at
12 the regular rate for each work day that the meal period is/was not provided to Plaintiff and any
13 member of the Classes, the cumulative sum of which is to be determined at trial.

14 89. Under the foregoing, California employers must provide meal periods and authorize
15 and permit rest periods to all employees during their shifts. In *Augustus et al. v. ABM Security*
16 *Services, Inc.* (2016) 2 Cal.5th 257, the California Supreme Court reaffirmed that the required meal
17 and rest periods must be “off-duty,” which means that employees must be relieved of “all work-
18 related duties,” including the duty to remain “on call,” and they must be “free from employer
19 control” over how they “spend their time.” *Id.* at 264, 269. Employees must have the freedom to
20 use meal and rest periods for their own purposes. *Id.* at 270; *Brinker Rest. Corp. v. Superior Court*
21 (2012) 53 Cal.4th 1004, 1038-39.

22 90. When employees must either “remain at the ready and capable of being summoned
23 to action,” “respond when the employer seeks contact with [them],” “perform other work if the
24 employer so requests,” and/or remain “on call” during their meal and rest periods, the employees
25 have not been “relieve[d] ... of all work-related duties and employer control.” *Augustus, supra*, 2
26 Cal.5th at 270. Such a meal or rest period is not “off duty” and therefore is “impermissible.” *Ibid.*

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1 91. The Supreme Court’s decision in *Augustus* is just the latest in a series of meal and
2 rest break cases that have affirmed California’s broad, protective standard for employees.¹

3 92. Moreover, as the mere existence of a facially lawful meal and rest break policy is
4 unavailing if there are practical constraints and pressures on employees to perform their duties in
5 ways that omit breaks. See *Brinker, supra*, 53 Cal.4th at 1040.

6 93. Yet Defendant did and does not provide Plaintiff and members of the Classes with
7 meal periods during which they are completely relieved of duty for at least thirty (30) minutes by
8 the fifth hour of work and again by the tenth hour of work.

9 94. Rather, Plaintiff alleges that meal breaks were short as a result of walking about two
10 minutes to the breakroom after clocking out. Moreover, meal breaks were frequently interrupted by
11 management to inquire about work related matters.

12 95. Thus, Defendant has failed to perform its obligations to provide Plaintiff and the
13 members of the Plaintiff Class with off-duty meal periods by the end of the fifth hour of work and
14 a second meal period by the end of the tenth hour of work. Defendant has also failed to pay
15 Plaintiff and the members of the Plaintiff Class one (1) hour of pay at the regular rate for each off-
16 duty meal period that they have been denied.

17 96. On July 15, 2021, the California Supreme Court issued a decision in *Ferra v. Loews*
18 *Hollywood Hotel, LLC* (2021) 11 Cal.5th 858 where the court unanimously held that employers
19 must pay premium payments to employees for missed meal, rest, and recovery breaks at the
20 employee’s “regular rate of pay” instead of their base hourly rate.

21 97. Defendant knew or should have known that as a result of its policies and/or
22 practices, that Plaintiff and members of the Classes were not actually relieved of all duties to take
23 timely, uninterrupted meal periods. Defendant further knew or should have known that it did not
24

25 ¹ See, e.g., *Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004; *Lubin v.*
26 *Wackenhut Corp.* (2016) 5 Cal.App.5th 926 , *rehg. denied* (Dec. 14, 2016); *Faulkinbury v. Boyd &*
27 *Assocs., Inc.* (2013) 216 Cal.App.4th 220; *Berlanga v. Equilon Enterprises LLC* (N.D.Cal., Aug.
28 31, 2017, No. 17-CV-00282-MMC) 2017 WL 3782245 at *3 (a policy requiring employees to
“remain in contact with supervisors and other employees working in their units throughout their
shifts... would appear to be unlawful under [*Augustus*.]”)

1 pay Plaintiff and members of the Classes all meal period premiums when meal periods were
2 missed, late, short, and/or interrupted. Furthermore, Defendant has engaged in a company-wide
3 practice and/or policy of not paying meal period premiums owed when compliant meal periods are
4 not provided. Because of this practice and/or policy, Plaintiff and members of the Classes have not
5 received all premium pay for missed, interrupted, or late meal periods. Accordingly, Defendant
6 failed to provide all meal periods in violation of Labor Code sections 226.7, 512(a), 516, and 1198.

7 98. Plaintiff and members of the Classes are entitled to civil penalties, attorney's fees,
8 costs, and interest thereon.

9 **FOURTH CAUSE OF ACTION**

10 **Non-Compliant Rest Breaks**

11 **(By Plaintiff and Members of the Putative Class Against Defendant)**

12 99. Plaintiff hereby incorporates by reference each and every one of the allegations
13 contained in the preceding paragraphs as if the same were fully set forth herein.

14 100. Labor Code sections 226.7, 516, and 1198, and the applicable IWC wage order
15 require employers to provide rest periods and to pay an employee one (1) additional hour of pay at
16 the employee's regular rate for each work day that a meal or rest period is not provided. Labor
17 Code section 226.7 provides that no employer shall require an employee to work during any rest
18 period mandated by an applicable order of the IWC. The applicable IWC wage order provides that
19 "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as
20 practicable shall be in the middle of each work period" and that the "rest period time shall be based
21 on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or
22 major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

23 101. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and Class
24 Members were entitled to a paid rest period of not less than ten (10) minutes without duty for each
25 and every four (4) hours or major fraction thereof worked during the workday.

26 102. Nevertheless, Plaintiff is informed and believes, and thereon alleges, that Defendant
27 routinely failed to provide Plaintiff and the members of the Classes with such paid rest periods
28 without duty, notwithstanding the fact that Plaintiff and the members of the Classes had not waived

1 their right to the same. Thus, Defendant failed to provide Plaintiff and Class Members with rest
2 periods required by Labor Code sections 226.7, 512, and 516, the applicable IWC wage order
3 section 11 and categorically failed to pay any and all rest period wages due.

4 103. Specifically, rest breaks were short as a result of walking about two minutes to and
5 from the break room, and were frequently interrupted by management.

6 104. Plaintiff and Class Members seek damages pursuant to Labor section 226.7(b) and
7 the applicable IWC wage order section 11(D), in the amount of one additional hour of pay at the
8 regular rate for each work day that the rest period is/was not provided or provided late to Plaintiff
9 and any member of the Classes, the cumulative sum of which is to be determined at trial.

10 105. Therefore, Plaintiff and members of the Plaintiff Class are entitled to compensation
11 for Defendant's failure to provide rest periods, plus interest, attorneys' fees, expenses, and costs of
12 suit pursuant to Labor Code section 226.7(b) and the applicable wage order.

13 **FIFTH CAUSE OF ACTION**

14 **Failure to Furnish Accurate Itemized Wage Statements and Maintain Accurate Records**

15 **(By Plaintiff and Members of the Putative Class Against Defendant)**

16 106. Plaintiff hereby incorporates by reference each and every one of the allegations
17 contained in the preceding paragraphs as if the same were fully set forth herein.

18 107. Labor Code section 226(a) and the applicable IWC wage order section 6(B) requires
19 employers to furnish each employee with a statement itemizing, among other things, the total hours
20 worked by the employee, on a semi-monthly basis or at the time of each payment of wages.

21 108. Labor Code section 226(e) provides that if an employer fails to comply with
22 providing an employee with properly itemized wage statements as set forth in section 226(a), then
23 the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period
24 in which a violation occurs and \$100 per employee for each violation in a subsequent pay period,
25 not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates
26 section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation
27 in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which
28 the employer fails to provide the employee a wage statement or fails to keep the required records

1 pursuant to section 226(a).

2 109. Defendant knowingly and intentionally failed to furnish Plaintiff and the members
3 of the Classes with timely, itemized statements in compliance with Labor Code section 226(a) and
4 the applicable IWC Wage order section 6(B).

5 110. Plaintiff is informed and believes, and thereon alleges, that Defendant knowingly
6 and intentionally failed to furnish Plaintiff and members of the Classes with timely, itemized
7 statements showing (a) total hours, (b) gross wages earned, (c) all deductions, and/or (d) all
8 applicable hourly rates in effect during each respective pay period and the corresponding number
9 of hours worked at each hourly rate by each respective individual.

10 111. Plaintiff is informed and believes, and thereon alleges, that Defendant did not
11 maintain accurate business records pertaining to the total hours worked for Defendant by Plaintiff
12 and the members of the Classes as required under Labor Code section 1174.5. This is a result of
13 missing hours worked, and missed meal and rest-break premiums, as illustrated above. Moreover,
14 total hours only go to one decimal point, yet detailed hours in paystub go to two decimal places.

15 112. As a result of not having kept accurate records, Plaintiff and the Class Members
16 suffered injuries in the form of confusion over whether they received all wages owed to them, and
17 difficulty and expense in reconstructing pay records in addition to other injuries which may come
18 to light during the discovery process.

19 113. Labor Code section 1198 provides that the maximum hours of work and the
20 standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the
21 applicable IWC wage order. Section 1198 further provides that “[t]he employment of any
22 employees for longer hours than those fixed by the order or under conditions of labor prohibited by
23 the order is unlawful.” Pursuant to the applicable IWC Wage order, employers are required to keep
24 accurate time records showing when the employee begins and ends each work period and meal
25 period.

26 114. During the relevant time period, Defendant failed, on a company-wide basis, to keep
27 accurate records of work and meal period start and stop times for Plaintiff and members of the
28 Classes, in violation of Labor Code section 1198. Also, as stated, Defendant engaged in a

1 company-wide practice and/or policy of falsifying Plaintiff's and members of the Classes' time
2 records by recording that compliant meal periods were taken regardless of if or when meal periods
3 were actually taken, and thereby failed to keep accurate records of meal start and end times for
4 Plaintiff and members of the Classes.

5 115. Plaintiff and the members of the Classes herein seek damages and penalties pursuant
6 to Labor Code section 226(e) for Defendant's violations of Labor Code section 226(a).

7 116. Plaintiff and Class Members also seek preliminary and permanent injunctive relief
8 and an award of reasonable attorneys' fees and costs pursuant to Labor Code section 226(h).

9 **SIXTH CAUSE OF ACTION**

10 **Failure to Provide Sick Pay**

11 **(By Plaintiff and Members of the Putative Class Against Defendant)**

12 117. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set
13 forth herein.

14 118. Sick pay must be compensated at the employee's regular rate of pay, for the
15 workweek in which the paid leave was taken, or at a rate determined by averaging over 90-days.
16 (Lab. Code § 246(1).)

17 119. Defendant failed to pay Plaintiff and members of the Class sick pay at the correct
18 rate. Plaintiff received compensation in addition to hourly wages, but those additional amounts
19 were not included when calculating sick pay wages. Plaintiff received compensation, including
20 "Retention Bonus" and "BravoUS" bonus, in addition to his hourly wages while employed by
21 Defendant, which was not factored into his sick pay wages. By failing to pay Plaintiff and Class
22 Members for sick pay at the correct rate, Defendant willfully violated Labor Code section 246.

23 120. Defendant's unlawful acts deprived Plaintiff and the Class of all wages. Plaintiff
24 seeks to represent of sick pay in amounts to be determined at trial, and they are entitled to recover
25 these amounts with interest, attorneys' fees, and costs.

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1 **SEVENTH CAUSE OF ACTION**

2 **Failure to Timely Pay Wages During Employment**

3 **(By Plaintiff and Members of the Putative Class Against Defendant)**

4 121. Plaintiff hereby incorporates by reference each and every one of the allegations
5 contained in the preceding paragraphs as if the same were fully set forth herein.

6 122. Labor Code section 204 requires that all wages earned by any person in any
7 employment between the 1st and the 15th days, inclusive, of any calendar month, other than those
8 wages due upon termination of an employee, are due and payable between the 16th and the 26th
9 day of the month during which the labor was performed, and that all wages earned by any person in
10 any employment between the 16th and the last day, inclusive, of any calendar month, other than
11 those wages due upon termination of an employee, are due and payable between the 1st and the
12 10th day of the following month.

13 123. Labor Code section 204 also requires that all wages earned for labor in excess of the
14 normal work period shall be paid no later than the payday for the next regular payroll period.
15 Alternatively, Labor Code section 204 provides that the requirements of this section are deemed
16 satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are
17 paid not more than seven (7) calendar days following the close of the payroll period.

18 124. During the class period, Defendant willfully failed to pay Plaintiff and members of
19 the Classes all wages due including, but not limited to, all wages, sick pay wages, and/or meal and
20 rest period premiums, within the time periods specified by Labor Code section 204.

21 125. As a proximate result of the above-mentioned violations. Plaintiff and the Plaintiff
22 Class have been damaged in an amount according to proof at time of trial.

23 **EIGHTH CAUSE OF ACTION**

24 **Waiting Time Penalties**

25 **(By Plaintiff and Members of the Terminated Sub Class Against Defendant)**

26 126. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set
27 forth herein.

28 ///

127. At all times, relevant herein, Defendant was required to pay their employees all wages owed in a timely fashion during and at the end of their employment, pursuant to Labor Code section 201-203.

128. As a pattern and practice, Defendant regularly failed to pay Plaintiff and the members of the Terminated Sub Class their final wages pursuant to Labor Code sections 201-203, and accordingly owe waiting time penalties pursuant to Labor Code section 203.

129. Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

130. On information and belief, Defendant has a company-wide practice or policy of paying departing employees their final wages late, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202.

131. Specifically, Defendant willfully failed to pay Plaintiff and members of the Terminated Sub Class the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employ.

132. Plaintiff and members of the Terminated Sub Class are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 256.

NINTH CAUSE OF ACTION

Failure to Reimburse Business Expenses

(By Plaintiff and Members of the Putative Class Against Defendant)

133. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

134. Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor

1 Code section 2802 is to prevent employers from passing off their cost of doing business and
2 operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.* (2014) 228
3 Cal.App.4th 1137, 1144.

4 135. The applicable IWC wage order provides that: “[w]hen tools or equipment are
5 required by the employer or are necessary to the performance of a job, such tools and equipment
6 shall be provided and maintained by the employer, except that an employee whose wages are at
7 least two (2) times the minimum wage provided herein may be required to provide and maintain
8 hand tools and equipment customarily required by the trade or craft.”

9 136. During the Class Period a company-wide policy whereby management would text or
10 call Plaintiff and members of the Classes on their personal cellphones regarding work updates.

11 137. Although Defendant required Plaintiff and members of the Classes to use their
12 personal phones to carry out their work-related duties, Defendant failed to reimburse them for this
13 cost. Honeywell could have provided Plaintiff and members of the Classes with the actual tools for
14 use on the job, such as supplied phones or provided a phone allowance. Instead, Defendant passed
15 these operating costs off onto Plaintiff and members of the Classes. Thus, Defendant had, and
16 continues to have, a company-wide policy and/or practice of not reimbursing employees for
17 expenses necessarily incurred in violation of Labor Code section 2802.

18 138. Plaintiff and members of the Classes are entitled to recover civil penalties,
19 attorney’s fees, costs, and interest thereon.

20 **TENTH CAUSE OF ACTION**

21 **Violation of California**

22 **Business and Professions Code Section 17200 et seq.**

23 **(By Plaintiff and the Members of the Plaintiff Class Against Defendant)**

24 139. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set
25 forth herein.

26 140. Business and Professions Code section 17200 defines unfair competition to include,
27 “unlawful, unfair or fraudulent business practices.”

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1 141. Plaintiff and all proposed Class Members are “persons within the meaning of
2 Business and Professions Code section 17204, who have suffered injury in fact and have lost
3 money or property as a result of Defendant’s unfair competition.

4 142. Defendant has been committing, and continues to commit, acts of unfair
5 competition by engaging in the unlawful, unfair and fraudulent business practices and acts
6 described in this Complaint, including, but not limited to:

- 7 a) violations of Labor Code sections 510, 1198;
- 8 b) violations of Labor Code sections 221, 223, 1182.11-1182.12, 1194, 1194.2, 1197,
9 1198;
- 10 c) violations of Labor Code sections 226.7, 512, 516, and 1198;
- 11 d) violations of Labor Code sections 226, 1174;
- 12 e) violations of Labor Code sections 201 and 202;
- 13 f) violations of Labor Code section 204;
- 14 g) violations of Labor Code section 246;
- 15 h) violations of Labor Code section 1198;
- 16 i) violations of Labor Code section 2802;
- 17 j) violations of Labor Code section 2810.5.

18 143. As a result of its unlawful, unfair, and/or fraudulent business acts and practices,
19 Defendant has reaped and continues to reap unfair benefits and illegal profits at the expense of
20 Plaintiff and proposed Class Members. Defendant’s unlawful, unfair, and/or fraudulent conduct has
21 also enabled Defendant to gain an unfair competitive advantage over law-abiding employers and
22 competitors.

23 144. Business and Professions Code section 17203 provides that the Court may restore to
24 an aggrieved party any money or property acquired by means of the unlawful, unfair, and/or
25 fraudulent business acts or practices.

26 145. Plaintiff seeks a court order enjoining Defendant from the unlawful, unfair, and/or
27 fraudulent activity alleged herein.

28 ///

146. Pursuant to Civil Code section 3287(a), Plaintiff and other members of the Plaintiff Class are entitled to recover pre-judgment interest on wages earned, but not paid.

147. Plaintiff further seeks an order requiring an audit and accounting of the payroll records to determine the amount of restitution of all unpaid wages owed to himself and members of the proposed Plaintiff Class, according to proof, as well as a determination of the amount of funds to be paid to current and former employees that can be identified and located pursuant to a court order and supervision.

148. Plaintiff seeks restitution for himself and all others similarly situated of these amounts, including all earned and unpaid wages and attorneys' fees and costs pursuant to Code of Civil Procedure section 1021.5.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, and the Class Members pray for judgment as follows:

1. For an order certifying the proposed Plaintiff and Terminated Sub-Class;
2. For an order that counsel for Plaintiff be appointed class counsel
3. Certification of this class action on behalf of the proposed Plaintiff and Terminated Sub-Class;
4. Designation of Plaintiff as the class representative of the Plaintiff and Terminated Sub Class;
5. For restitution of all monies due to Plaintiff and the members of the Plaintiff Class and disgorgement of all profits from the unlawful business practices of Defendant;
6. An order appointing Plaintiff's counsel as class counsel;
7. Prejudgment and post judgment interest on all sums awarded;
8. For compensatory damages;
9. For penalties pursuant to Labor Code sections 200, 226, 226.7, 226.3, 226.7;
10. For interest accrued to date;
11. For costs of suit and expenses incurred herein pursuant to Labor Code sections 226 and 1194;

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1 12. For reasonable attorneys' fees pursuant to Labor Code section 226 and Code of
2 Civil Procedure section 1021.5, and/or other applicable law; and

3 13. A declaratory judgment that Defendant has knowingly and intentionally violated the
4 following provisions of law;

- 5 a. Labor Code sections 510, 1198 for failing to pay overtime;
- 6 b. Labor Code sections 1182.11-1182.12, 1194, 1194.2, 1197, 1198,
7 221, 223, for failing to pay all wages;
- 8 c. Labor Code sections 226.7, 512, 516, and 1198 for failing to provide
9 compliant meal and rest breaks;
- 10 d. Labor Code sections 226, 1174 for failing to provide compliant wage
11 statements;
- 12 e. Labor Code sections 204 for failing to pay wages timely during
13 employment;
- 14 f. Labor Code sections 201 and 202 for failing to pay wages at
15 termination;
- 16 g. Labor Code section 246 for failing to pay sick pay at the regular rate;
- 17 h. Labor Code section 2802 for failing to reimburse business expenses;
- 18 i. Business & Professions Code sections 17200-08 for violating the
19 provisions set forth herein above.

20 14. For all such other and further relief that the Court may deem just and proper.

21 DATED: June 7, 2022

BRADLEY/GROMBACHER, LLP
MAJARIAN LAW GROUP APC

22
23
24 By: 

Marcus Bradley, Esq.
Kiley Grombacher, Esq.
Lirit King, Esq.
Garen Majarian, Esq.
Sahag Majarian, II, Esq.
Attorneys for Plaintiff and others similarly
situated

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of Plaintiff's and the members of the Classes' claims by jury to the extent authorized by law.

DATED: June 7, 2022

**BRADLEY/GROMBACHER, LLP
MAJARIAN LAW GROUP APC**

By: 

Marcus Bradley, Esq.
Kiley Grombacher, Esq.
Lirit King, Esq.
Garen Majarian, Esq.
Sahag Majarian, II, Esq.
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situated