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14 *individually and on behalf of other similarly situated persons and*
15 *the State of California*

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **FOR THE COUNTY OF SACRAMENTO**

18 STANLEY DEO, individually and on
19 behalf of all persons similarly situated and
20 the State of California,

21 Plaintiff,

22 v.

23 PVS DISTRIBUTING, a California
24 Corporation, and DOES 1 to 50, inclusive,

25 Defendants.

Case No. **25CV007159**

CLASS ACTION COMPLAINT

1. Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200, et seq.;
2. Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 204, 510, 1194, & 1198;
3. Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1;
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 Pay Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 & 203;

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8. Failure to Indemnify or Reimburse
Business Expenses in Violation of Cal.
Lab. Code § 2802; and,
9. Violation of the Private Attorneys General
Act, Labor Code §§ 2698, *et seq.*

DEMAND FOR A JURY TRIAL

5 Plaintiff STANLEY DEO (“PLAINTIFF”), on behalf of himself and all other similarly situated
6 current and former employees, hereby files this Complaint against Defendant PVS DISTRIBUTING
7 (“DEFENDANT”), a California corporation, and Does 1 through 50, inclusive, (collectively,
8 “Defendants”). Plaintiff alleges as follows:

9
10 **THE PARTIES**

11 1. DEFENDANT is a California corporation that at all relevant times mentioned herein
12 conducted and continues to conduct substantial and regular business throughout California.

13 2. DEFENDANT is a company with at least one location in California.

14 3. DEFENDANT employed PLAINTIFF in California as a non-exempt employee entitled
15 to overtime pay and meal and rest periods from approximately November 2023. PLAINTIFF was at
16 all times relevant mentioned herein classified by DEFENDANT as a non-exempt employee paid in
17 whole or in part on an hourly basis.

18 4. PLAINTIFF brings this Class Action on behalf of himself and a California class,
19 defined as all individuals who are or previously were employed by DEFENDANT in California and
20 classified as non-exempt employees (the “CLASS”) at any time during the period beginning on the
21 date four (4) years prior to the filing of this Complaint and ending on the date as determined by the
22 Court (the “CLASS PERIOD”). The amount in controversy for the aggregate claim of CLASS
23 Members is under five million dollars (\$5,000,000.00).

24 5. PLAINTIFF brings this Class Action on behalf of himself and a CLASS in order to
25 fully compensate the CLASS for their losses incurred during the CLASS PERIOD caused by
26 DEFENDANT’s policy and practice which failed to lawfully compensate these employees for all their
27 time worked, all their overtime worked, and for all rest and meal breaks missed. DEFENDANT’s
28 policy and practice alleged herein is an unlawful, unfair and deceptive business practice whereby
DEFENDANT retained and continues to retain wages due to PLAINTIFF and the other members of

1 the CLASS. PLAINTIFF and the other members of the CLASS seek an injunction enjoining such
2 conduct by DEFENDANT in the future, relief for the named PLAINTIFF and the other members of
3 the CLASS who have been economically injured by DEFENDANT's past and current unlawful
4 conduct, and all other appropriate legal and equitable relief.

5 6. The true names and capacities, whether individual, corporate, subsidiary, partnership,
6 associate or otherwise of defendants DOES 1 through 50, inclusive, are presently unknown to
7 PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant to Cal. Civ. Proc.
8 Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true names and
9 capacities of Does 1 through 50, inclusive, when they are ascertained. PLAINTIFF is informed and
10 believes, and based upon that information and belief alleges, that the Defendants named in this
11 Complaint, including DOES 1 through 50, inclusive, are responsible in some manner for one or more
12 of the events and happenings that proximately caused the injuries and damages hereinafter alleged.

13 7. DOES 1 through 50, inclusive, or a subset thereof, is or are an alter ego of
14 DEFENDANT. There is a unity of interest and ownership among them to such an extent that the
15 separate personality of DOES 1 through 50, or a subset thereof, and DEFENDANT does not really
16 exist, and an inequitable result will occur if the acts in question are treated as those of the legal entity
17 alone.

18 8. The agents, servants and/or employees of the Defendants and each of them acting on
19 behalf of the Defendants acted within the course and scope of his, her or its authority as the agent,
20 servant and/or employee of the Defendants, and personally participated in the conduct alleged herein
21 on behalf of the Defendants with respect to the conduct alleged herein. Consequently, the acts of each
22 Defendant are legally attributable to the other Defendants and all Defendants are jointly and severally
23 liable to PLAINTIFF and the other members of the CLASS, for the loss sustained as a proximate result
24 of the conduct of the Defendants' agents, servants and/or employees.

25 **THE CONDUCT**

26 9. During the CLASS PERIOD, DEFENDANT failed and continues to fail to accurately
27 calculate and pay PLAINTIFF and the other members of the CLASS for their minimum and overtime
28 wages. DEFENDANT unlawfully and unilaterally failed to accurately calculate minimum and

1 overtime wages for time worked by PLAINTIFF and other members of the CLASS in order to avoid
2 paying these employees the correct compensation. PLAINTIFF and other members of the CLASS
3 from time to time were not paid wages for all time worked, including overtime wages, such that in the
4 aggregate employees were underpaid wages as a result of DEFENDANT's pattern and practice. As a
5 result, PLAINTIFF and the other members of the CLASS forfeited wages due them for working
6 without compensation at the correct minimum wage and overtime rates. DEFENDANT's policy and
7 practice to not pay the members of the CLASS the correct compensation for all time worked in
8 accordance with applicable law should be evidenced by DEFENDANT's business records. This policy
9 and practice of DEFENDANT was intended to purposefully avoid the payment of the correct
10 compensation as required by California law which allowed DEFENDANT to illegally profit and gain
11 an unfair advantage over competitors who complied with the law.

12 10. During the CLASS PERIOD, DEFENDANT failed to accurately record and pay
13 PLAINTIFF and other CLASS Members for the actual amount of time these employees worked.
14 Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT is required to pay
15 PLAINTIFF and other CLASS Members for all time worked, meaning the time during which an
16 employee was subject to the control of an employer, including all the time the employee was permitted
17 or suffered to permit this work. DEFENDANT required these employees to work off the clock without
18 paying them for all the time they were under DEFENDANT's control. As a result, PLAINTIFF and
19 other CLASS Members forfeited regular wage, minimum wage, and overtime compensation by
20 working without their time being accurately recorded and without compensation at the applicable
21 minimum wage and overtime rates. To the extent that the time worked off the clock did not qualify
22 for overtime premium payment, DEFENDANT failed to pay minimum wages for the time worked off-
23 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

24 11. State law provides that employees must be paid overtime at one and one-half times
25 their "regular rate of pay." PLAINTIFF and other CLASS Members were not compensated at this rate.

26 12. As a result of their work schedules, PLAINTIFF and other CLASS Members were from
27 time to time unable to take off duty meal breaks and were not fully relieved of duty for meal periods.
28 PLAINTIFF and other CLASS Members were from time to time required to perform work as ordered

1 by DEFENDANT for more than five (5) hours during a shift without receiving a long enough, if any
2 at all, uninterrupted off-duty meal break and/or DEFENDANT failed to provide PLAINTIFF and
3 CLASS Members with a second off-duty meal period from time to time in which these employees
4 were required by DEFENDANT to work ten (10) hours of work. PLAINTIFF and the other CLASS
5 Members therefore forfeited meal breaks without additional compensation and in accordance with
6 DEFENDANT's corporate policy and practice.

7 13. During the CLASS PERIOD, PLAINTIFF and other CLASS Members were from time
8 to time also required to work in excess of four (4) hours without being provided ten (10) minute rest
9 periods. Further, these employees were denied their first full rest periods of at least ten (10) minutes
10 for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten
11 (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and
12 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
13 time to time. PLAINTIFF and other CLASS Members were also not provided with one hour wages in
14 lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other CLASS Members
15 were periodically denied their proper rest periods by DEFENDANT and DEFENDANT's managers.
16 Additionally, the applicable California Wage Order requires employers to provide employees with
17 off-duty rest periods, which the California Supreme Court defined as time during which an employee
18 is relieved from all work related duties and free from employer control. In so doing, the Court held
19 that the requirement under California law that employers authorize and permit all employees to take
20 rest periods means that employers must relieve employees of all duties and relinquish control over
21 how employees spend their time which includes control over the locations where employees may take
22 their rest period.

23 14. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her
24 employees with an accurate itemized wage statement in writing showing, among other things, gross
25 wages earned and all applicable hourly rates in effect during the pay period and the corresponding
26 amount of time worked at each hourly rate. DEFENDANT failed to issue to PLAINTIFF and other
27 CLASS members an itemized wage statement that accurately lists all the information required under
28 California Labor Code §§ 226, *et seq.*

1 15. During the CLASS PERIOD, DEFENDANT violated California Labor Code § 2802 by
2 failing to reimburse PLAINTIFF and other CLASS Members for necessary business expenses incurred
3 in direct consequence of discharging their duties for DEFENDANT. PLAINTIFF and other CLASS
4 Members were required to use their personal cell phones, internet, vehicles, and other resources to
5 perform work for DEFENDANT and were not properly reimbursed for these necessary expenditures.
6 DEFENDANT knew or should have known that PLAINTIFF and CLASS Members incurred these
7 business-related expenses as part of their job duties, yet DEFENDANT implemented and maintained
8 a policy and practice of failing to reimburse employees for these necessary expenditures. This policy
9 and practice allowed DEFENDANT to shift its operating costs onto employees, thereby reducing
10 DEFENDANT's overhead expenses and allowing DEFENDANT to illegally profit and gain an unfair
11 advantage over competitors who complied with the law. As a result of DEFENDANT's unlawful
12 conduct, PLAINTIFF and other CLASS Members suffered financial losses by bearing costs that
13 should have been borne by their employer, and were deprived of reimbursements rightfully owed to
14 them under California Labor Code § 2802.

15 16. By reason of this conduct applicable to PLAINTIFF and all CLASS Members,
16 DEFENDANT committed acts of unfair competition in violation of the California Unfair Competition
17 Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the “UCL”), by engaging in a company-wide policy
18 and procedure which caused the violations alleged herein. As a result of DEFENDANT’s intentional
19 disregard of its obligations, DEFENDANT violated the California Labor Code and regulations
20 promulgated thereunder as herein alleged.

21 17. PLAINTIFF and CLASS Members were required to work off-the-clock. Further,
22 PLAINTIFF and CALIORNIA CLASS Members were also from time to time unable to take off duty
23 meal and rest breaks and was not fully relieved of duty for meal periods. PLAINTIFF and CLASS
24 Members was required to perform work as ordered by DEFENDANT for more than five (5) hours
25 during a shift without receiving an off-duty meal break and/or DEFENDANT failed to provide them
26 with a second off-duty meal period from time to time in which he was required by DEFENDANT to
27 work ten (10) hours of work. PLAINTIFF and CLASS Members therefore forfeited meal and rest
28 breaks without additional compensation and in accordance with DEFENDANT’s corporate policy and

1 practice. DEFENDANT also provided PLAINTIFF and CLASS Members with (a) wage statement(s)
2 that failed to accurately display the information required by Cal. Lab. Code § 226(a). To date,
3 DEFENDANT has not fully paid PLAINTIFF and CLASS Members the wage compensation still
4 owed to him or any penalty wages owed to him under Cal. Lab. Code § 203. The amount in controversy
5 for PLAINTIFF individually does not exceed the sum or value of \$75,000.

6 **JURISDICTION AND VENUE**

7 18. This Court has jurisdiction over this Action pursuant to California Code of Civil
8 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This action is
9 brought as a Class Action on behalf of PLAINTIFF and similarly situated persons, who are or were
10 employees of DEFENDANT, pursuant to Cal. Code of Civ. Proc. § 382, and on behalf of the State of
11 California for violations committed by DEFENDANT against PLAINTIFF and other aggrieved
12 employees, pursuant to California's Private Attorney General Act.

13 19. Venue is proper in this Court pursuant to California Code of Civil Procedure, §§ 395
14 and 395.5, because DEFENDANT (i) currently maintains and at all relevant times maintained offices
15 and facilities in this County and/or conducts substantial business in this County, and (ii) committed
16 the wrongful conduct herein alleged in this County against members of the CLASS and aggrieved
17 employees.

18 **THE CLASS**

19 20. PLAINTIFF brings this Action as a Class Action, pursuant to Cal. Code of Civ. Proc.
20 § 382, on behalf of the CLASS. The amount in controversy for the aggregate claim of CLASS
21 Members is under five million dollars (\$5,000,000.00).

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

24 22. The California Legislature has commanded that "all wages... ..earned by any person in
25 any employment are due and payable twice during each calendar month, on days designated in advance
26 by the employer as the regular paydays", and further that "[a]ny work in excess of eight hours in one
27 workday and any work in excess of 40 hours in any one workweek . . . shall be compensated at the
28 rate of no less than one and one-half times the regular rate of pay for an employee." (Lab. Code § 204

1 and § 510(a).) The Industrial Welfare Commission (IWC), however, is statutorily authorized to
2 “establish exemptions from the requirement that an overtime rate of compensation be paid... ..for
3 executive, administrative, and professional employees, provided [inter alia] that the employee is
4 primarily engaged in duties that meet the test of the exemption, [and] customarily and regularly
5 exercises discretion and independent judgment in performing those duties...” (Lab. Code § 510(a).)
6 Neither the PLAINTIFF nor the other members of the CLASS qualify for exemption from the above
7 requirements.

8 23. The CLASS is so numerous that joinder of all CLASS Members is impracticable.

9 24. DEFENDANT violated the rights of PLAINTIFF and the CLASS under California law
10 by:

- 11 a) Violating the California Unfair Competition Laws, Cal. Bus. & Prof. Code §§ 17200,
12 et seq., by unlawfully, unfairly and/or deceptively having in place company policies,
13 practices and procedures that failed to pay all minimum and overtime wages due to
14 PLAINTIFF and the CLASS for all time worked;
- 15 b) Committing an act of unfair competition in violation of the California Unfair
16 Competition Laws, Cal. Bus. & Prof. Code §§ 17200, et seq., by failing to provide
17 mandatory meal and/or rest breaks to PLAINTIFF and the CLASS members.
- 18 c) Violating Cal. Lab. Code §§ 510, et seq., by failing to accurately pay PLAINTIFF and
19 the members of the CLASS the correct overtime pay for which DEFENDANT is liable
20 pursuant to Cal. Lab. Code § 1194 & § 1198;
- 21 d) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 et seq., by failing to accurately pay
22 PLAINTIFF and the members of the CLASS the correct minimum wage pay for which
23 DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;
- 24 i) Violating Cal. Lab. Code §§ 204 and/or 204b by failing to pay PLAINTIFF and
25 the CLASS their regular wage for all time worked.
- 26 ii) Violating Cal. Lab. Code § 512 and applicable wage order(s), by failing to
27 provide PLAINTIFF and the other members of the CLASS with all legally
28 required off-duty, uninterrupted thirty (30) minute meal breaks;

1 iii) Violating Cal. Lab. Code §§ 226.7 and applicable wage order(s), by failing to
2 provide PLAINTIFF and the other members of the CLASS with all legally
3 required off-duty, uninterrupted legally required rest breaks;

4 e) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the members of
5 the CLASS with an accurate itemized statement in writing, including showing all
6 accurate and applicable overtime rates in effect during the pay period and the
7 corresponding amount of time worked at each overtime rate by the employee; and,

8 f) Violating Cal. Lab. Code § 2802 by failing to provide adequate reimbursement or
9 indemnity to PLAINTIFF and the members of the CLASS for expenses incurred in
10 direct consequence of the discharge of their duties, or of their obedience to the
11 directions of DEFENDANT.

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

14 a) The persons who comprise the CLASS are so numerous that the joinder of all such
15 persons is impracticable and the disposition of their claims as a class will benefit the
16 parties and the Court;

17 b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are raised
18 in this Complaint are common to the CLASS will apply to every member of the
19 CLASS;

20 c) The claims of the representative PLAINTIFF are typical of the claims of each member
21 of the CLASS. PLAINTIFF, like all the other members of the CLASS, was subjected
22 to the employment practices of DEFENDANT and was a non-exempt employee paid
23 on an hourly basis and was subjected to DEFENDANT's conduct, which included
24 practices and policies that resulted in unpaid, off-the-clock work, including unpaid
25 overtime and meal breaks, as well as missed meal and rest breaks with no
26 corresponding premium payment, a lack of reimbursement for business expenses, and
27 inaccurate wage statements. PLAINTIFF and the CLASS sustained economic injury as
28 a result of DEFENDANT's employment practices. PLAINTIFF and the members of

1 the CLASS were and are similarly or identically harmed by the same unlawful,
2 deceptive and unfair misconduct engaged in by DEFENDANT; and,

- 3 d) The representative PLAINTIFF will fairly and adequately represent and protect the
4 interest of the CLASS, and has retained counsel who are competent and experienced in
5 Class Action litigation. There are no material conflicts between the claims of the
6 representative PLAINTIFF and the members of the CLASS that would make class
7 certification inappropriate. Counsel for the CLASS will vigorously assert the claims of
8 all CLASS Members.

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

- 11 (a) Without class certification and determination of declaratory, injunctive, statutory and
12 other legal questions within the class format, prosecution of separate actions by
13 individual members of the CLASS will create the risk of:

14 i. Inconsistent or varying adjudications with respect to individual members of the
15 CLASS which would establish incompatible standards of conduct for the parties
16 opposing the CLASS; and/or,

17 ii. Adjudication with respect to individual members of the CLASS which would
18 as a practical matter be dispositive of interests of the other members not party
19 to the adjudication or substantially impair or impede their ability to protect their
20 interests.

- 21 (b) DEFENDANT has acted or refused to act on grounds generally applicable to the
22 CLASS, making appropriate class-wide relief with respect to the CLASS as a whole in
23 that DEFENDANT failed to pay all wages due for all worked by the members of the
24 CLASS as required by law;

25 i. With respect to the First Cause of Action, the final relief on behalf of the
26 CLASS sought does not relate exclusively to restitution because through this
27 claim PLAINTIFF seeks declaratory relief holding that the DEFENDANT's
28 policy and practices constitute unfair competition, along with declaratory relief,

1 injunctive relief, and incidental equitable relief as may be necessary to prevent
2 and remedy the conduct declared to constitute unfair competition;

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

8 i. The interests of the members of the CLASS in individually controlling the
9 prosecution or defense of separate actions in that the substantial expense of
10 individual actions will be avoided to recover the relatively small amount of
11 economic losses sustained by the individual CLASS members when compared
12 to the substantial expense and burden of individual prosecution of this
13 litigation;

14 ii. Class certification will obviate the need for unduly duplicative litigation that
15 would create the risk of:

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

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

23 iii. In the context of wage litigation, a substantial number of individual CLASS
24 members will avoid asserting their legal rights out of fear of retaliation by
25 DEFENDANT, because it may adversely affect an individual's job with
26 DEFENDANT or with a subsequent employer, the Class Action is the only
27 means to assert their claims through a representative; and,
28

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

27. Further, the Court should permit this action to be maintained as a Class Action because:

(a) The members of the CLASS are so numerous that it is impractical to bring all members of the CLASS before the Court;

(b) PLAINTIFF, and the other CLASS Members, will not be able to obtain effective and economic legal redress unless the action is maintained as a Class Action;

(c) There is a community of interest in obtaining appropriate legal and equitable relief for the acts of unfair competition and statutory violations, as well as in obtaining adequate compensation for the damages and injuries which DEFENDANT's actions have inflicted upon PLAINTIFF and the CLASS;

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

(e) The members of the CLASS are readily ascertainable from the business records of DEFENDANT; and,

(f) Class treatment provides manageable judicial treatment calculated to bring an efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANT as to the members of the CLASS.

28. DEFENDANT maintains records from which the Court can ascertain and identify by job title each of DEFENDANT's employees who as have been intentionally subjected to DEFENDANT's conduct as herein alleged. PLAINTIFF will seek leave to amend the Complaint to include any additional job titles of similarly situated employees when they have been identified.

29. Common questions of law and fact exist as to members of the CLASS, including, but not limited, to the following:

- 1 (a) Whether DEFENDANT's policies and practices resulted in failure to pay PLAINTIFF
2 and the CLASS for all hours worked, including minimum wage and overtime
3 compensation;
4 (b) Whether DEFENDANT failed to provide PLAINTIFF and the CLASS with legally
5 required uninterrupted thirty (30) minute meal periods and ten (10) minute rest periods,
6 and failed to pay premium wages when such breaks were missed;
7 (c) Whether DEFENDANT failed to provide PLAINTIFF and the CLASS with accurate
8 itemized wage statements that comply with California Labor Code § 226(a);
9 (d) Whether DEFENDANT failed to reimburse PLAINTIFF and the CLASS for necessary
10 business expenses in violation of California Labor Code § 2802;
11 (e) Whether DEFENDANT's conduct constitutes unfair competition under California
12 Business & Professions Code §§ 17200, et seq.;
13 (f) The proper measure of damages, penalties, interest, attorneys' fees and costs owed to
14 PLAINTIFF and the CLASS; and
15 (g) Whether DEFENDANT's violations were willful.

16 30. DEFENDANT's business practices were applied to each and every member of the
17 CLASS, and therefore, the propriety of this conduct can be adjudicated on a class-wide basis.

18
19 **FIRST CAUSE OF ACTION**
20 **For Unlawful Business Practices**
21 **[Cal. Bus. And Prof. Code §§ 17200, et seq.]**
22 **(By PLAINTIFF and the CLASS and Against All Defendants)**

23 31. PLAINTIFF, and the other members of the CLASS, reallege and incorporate by this
24 reference, as though fully set forth herein, the prior paragraphs of this Complaint.

25 32. DEFENDANT is a "person" as that term is defined under Cal. Bus. and Prof. Code §
26 17021.

27 33. California Business & Professions Code §§ 17200, et seq. (the "UCL") defines unfair
28 competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203 authorizes
injunctive, declaratory, and/or other equitable relief with respect to unfair competition as follows:

Any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction. The court may make such orders or judgments, including the appointment of a receiver, as 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.

Cal. Bus. & Prof. Code § 17203.

34. By the conduct alleged herein, DEFENDANT has engaged and continues to engage in a business practice which violates California law, including but not limited to, the applicable Wage Order(s), the California Code of Regulations and the California Labor Code Sections §§ 204 and/or 204b, 218.5, 226(a), 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2802, promulgated thereunder, for which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

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

36. By the conduct alleged herein, DEFENDANT's practices were deceptive and fraudulent in that DEFENDANT's policy and practice failed to pay PLAINTIFF, and other members of the CLASS, minimum, agreed-upon, and overtime wages for all time worked, failed to accurately record the applicable rate of all overtime worked, failed to reimburse necessary business expenses incurred, and failed to provide the required amount of overtime compensation due, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in violation of Cal. Bus.

1 Code §§ 17200, et seq., and for which this Court should issue injunctive and equitable relief, pursuant
2 to Cal. Bus. & Prof. Code § 17203, including restitution of wages wrongfully withheld.

3 37. By the conduct alleged herein, DEFENDANT's practices were also unlawful, unfair
4 and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the other
5 members of the CLASS to be underpaid during their employment with DEFENDANT.

6 38. By the conduct alleged herein, DEFENDANT's practices were also unfair and
7 deceptive in that DEFENDANT's policies, practices and procedures failed to provide mandatory meal
8 and/or rest breaks to PLAINTIFF and the CLASS members.

9 39. Therefore, PLAINTIFF demands on behalf of himself and on behalf of each CLASS
10 member, one (1) hour of pay for each workday in which an off-duty meal period was not timely
11 provided for each five (5) hours of work, and/or one (1) hour of pay for each workday in which a
12 second off-duty meal period was not timely provided for each ten (10) hours of work.

13 40. PLAINTIFF further demands on behalf of himself and on behalf of each CLASS
14 member, one (1) hour of pay for each workday in which an off duty paid rest period was not timely
15 provided as required by law.

16 41. By and through the unlawful and unfair business practices described herein,
17 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the other
18 members of the CLASS, including earned wages for all overtime worked, and has deprived them of
19 valuable rights and benefits guaranteed by law and contract, all to the detriment of these employees
20 and to the benefit of DEFENDANT so as to allow DEFENDANT to unfairly compete against
21 competitors who comply with the law, as well as attorney's fees and costs.

22 42. All the acts described herein as violations of, among other things, the Industrial Welfare
23 Commission Wage Orders, the California Code of Regulations, and/or the California Labor Code,
24 were unlawful and in violation of public policy, were immoral, unethical, oppressive and
25 unscrupulous, were deceptive, and thereby constitute unlawful, unfair and deceptive business practices
26 in violation of Cal. Bus. & Prof. Code §§ 17200, et seq.

27 43. PLAINTIFF and the other members of the CLASS are entitled to, and do, seek such
28 relief as may be necessary to restore to them the money and property which DEFENDANT has

1 acquired, or of which PLAINTIFF and the other members of the CLASS have been deprived, by means
2 of the above described unlawful and unfair business practices, including earned but unpaid wages for
3 all overtime worked.

4 44. PLAINTIFF and the other members of the CLASS are further entitled to, and do, seek
5 a declaration that the described business practices are unlawful, unfair and deceptive, and that
6 injunctive relief should be issued restraining DEFENDANT from engaging in any unlawful and unfair
7 business practices in the future.

8 45. PLAINTIFF and the other members of the CLASS have no plain, speedy and/or
9 adequate remedy at law that will end the unlawful and unfair business practices of DEFENDANT.
10 Further, the practices herein alleged presently continue to occur unabated. As a result of the unlawful
11 and unfair business practices described herein, PLAINTIFF and the other members of the CLASS
12 have suffered and will continue to suffer irreparable legal and economic harm unless DEFENDANT
13 is restrained from continuing to engage in these unlawful and unfair business practices.

14
15 **SECOND CAUSE OF ACTION**

16 **For Failure To Pay Overtime Compensation**

17 **[Cal. Lab. Code §§ 204, 510, 1194 and 1198]**

18 **(By PLAINTIFF and the CLASS and Against All Defendants)**

19 46. PLAINTIFF, and the other members of the CLASS, reallege and incorporate by this
20 reference, as though fully set forth herein, the prior paragraphs of this Complaint.

21 47. PLAINTIFF and the other members of the CLASS bring a claim for DEFENDANT's
22 willful and intentional violations of the California Labor Code and the Industrial Welfare Commission
23 requirements for DEFENDANT's failure to properly compensate PLAINTIFF and the members of the
24 CLASS for overtime worked, including, work performed in excess of eight (8) hours in a workday
25 and/or forty (40) hours in any workweek.

26 48. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
27 policy, an employer must timely pay its employees for all hours worked.
28

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

4 50. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
5 including overtime compensation and interest thereon, together with the costs of suit. Cal. Lab. Code
6 § 1198 further states that the employment of an employee for longer hours than those fixed by the
7 Industrial Welfare Commission is unlawful.

8 51. During the CLASS PERIOD, PLAINTIFF and CLASS Members were required,
9 permitted or suffered by DEFENDANT to work for DEFENDANT and were not paid for all the time
10 they worked, including overtime work. DEFENDANT maintained a wage practice of paying
11 PLAINTIFF and the other members of the CLASS without regard to the correct amount of overtime
12 worked and correct applicable overtime rate for the amount of overtime they worked. As set forth
13 herein, DEFENDANT's policy and practice was to unlawfully and intentionally deny timely payment
14 of wages due for the overtime worked by PLAINTIFF and the other members of the CLASS, and
15 DEFENDANT in fact failed to pay these employees the correct applicable overtime wages for all
16 overtime worked.

17 52. DEFENDANT's unlawful wage and hour practices manifested, without limitation,
18 applicable to the CLASS as a whole, as a result of implementing a policy and practice that denied
19 accurate compensation to PLAINTIFF and the other members of the CLASS for all overtime worked,
20 including, the work performed in excess of eight (8) hours in a workday and/or forty (40) hours in any
21 workweek.

22 53. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
23 PLAINTIFF and the other members of the CLASS did not receive full compensation for all overtime
24 worked.

25 54. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from
26 the overtime requirements of the law. None of these exemptions are applicable to PLAINTIFF and the
27 other members of the CLASS. Further, PLAINTIFF and the other members of the CLASS are not
28 subject to a valid collective bargaining agreement that would preclude the causes of action contained

1 herein this Complaint. Rather, the PLAINTIFF brings this Action on behalf of himself and the CLASS
2 based on DEFENDANT's violations of non-negotiable, non-waivable rights provided by the State of
3 California.

4 55. During the CLASS PERIOD, PLAINTIFF and the other members of the CLASS were
5 paid less for time worked that they were entitled to, constituting a failure to pay all earned wages.

6 56. DEFENDANT failed to accurately pay PLAINTIFF and the other members of the
7 CLASS overtime wages for the time they worked which was in excess of the maximum hours
8 permissible by law as required by Cal. Lab. Code §§ 510, 1194 & 1198, even though PLAINTIFF and
9 the other members of the CLASS were required to work, and did in fact work, overtime as to which
10 DEFENDANT failed to accurately record and pay using the applicable overtime rate as evidenced by
11 DEFENDANT's business records and witnessed by employees.

12 57. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
13 compensation to PLAINTIFF and the other members of the CLASS for the true time they worked,
14 PLAINTIFF and the other members of the CLASS have suffered and will continue to suffer an
15 economic injury in amounts which are presently unknown to them and which will be ascertained
16 according to proof at trial.

17 58. DEFENDANT knew or should have known that PLAINTIFF and the other members
18 of the CLASS are under compensated for their overtime worked. DEFENDANT elected, either
19 through intentional malfeasance or gross nonfeasance, to not pay employees for their labor as a matter
20 of company policy, practice and procedure, and DEFENDANT perpetrated this scheme by refusing to
21 pay PLAINTIFF and the other members of the CLASS the applicable overtime rate.

22 59. In performing the acts and practices herein alleged in violation of California labor laws,
23 and refusing to compensate the members of the CLASS for all time worked and provide them with the
24 requisite overtime compensation, DEFENDANT acted and continues to act intentionally,
25 oppressively, and maliciously toward PLAINTIFF and the other members of the CLASS with a
26 conscious of and utter disregard for their legal rights, or the consequences to them, and with the
27 despicable intent of depriving them of their property and legal rights, and otherwise causing them
28 injury in order to increase company profits at the expense of these employees.

1 60. PLAINTIFF and the other members of the CLASS therefore request recovery of all
2 unpaid wages, including overtime wages, according to proof, interest, statutory costs, as well as the
3 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the California
4 Labor Code and/or other applicable statutes. To the extent overtime compensation is determined to be
5 owed to the CLASS Members who have terminated their employment, DEFENDANT’S conduct also
6 violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting
7 time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these CLASS
8 Members. DEFENDANT’s conduct as alleged herein was willful, intentional and not in good faith.
9 Further, PLAINTIFF and other CLASS Members are entitled to seek and recover statutory costs and
10 attorney’s fees.

11
12 **THIRD CAUSE OF ACTION**
13 **For Failure To Pay Minimum Wages / Unpaid Wages**
14 **[Cal. Lab. Code §§ 201-204/204b, 1194, 1197 and 1197.1]**
 (By PLAINTIFF and the CLASS and Against All Defendants)

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

17 62. PLAINTIFF and the other members of the CLASS bring a claim for DEFENDANT’s
18 willful and intentional violations of the California Labor Code and the Industrial Welfare Commission
19 requirements for DEFENDANT’s failure to accurately calculate and pay minimum wages to
20 PLAINTIFF and CLASS Members.

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

23 64. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
24 commission is the minimum wage to be paid to employees, and the payment of a less wage than the
25 minimum so fixed is unlawful.

26 65. Cal. Lab. Code § 1194 establishes an employee’s right to recover unpaid wages,
27 including minimum wage compensation and interest thereon, together with the costs of suit.
28

1 66. DEFENDANT maintained a wage practice of paying PLAINTIFF and the other
2 members of the CLASS without regard to the correct amount of time they work. As set forth herein,
3 DEFENDANT's policy and practice was to unlawfully and intentionally deny timely payment of
4 wages due to PLAINTIFF and the other members of the CLASS.

5 67. DEFENDANT's unlawful wage and hour practices manifested, without limitation,
6 applicable to the CLASS as a whole, as a result of implementing a policy and practice that denies
7 accurate compensation to PLAINTIFF and the other members of the CLASS in regard to minimum
8 wage pay.

9 68. In committing these violations of the California Labor Code, DEFENDANT
10 inaccurately calculated the correct time worked and consequently underpaid the actual time worked
11 by PLAINTIFF and other members of the CLASS. DEFENDANT acted in an illegal attempt to avoid
12 the payment of all earned wages, and other benefits in violation of the California Labor Code, the
13 Industrial Welfare Commission requirements and other applicable laws and regulations.

14 69. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
15 PLAINTIFF and the other members of the CLASS did not receive the correct minimum wage
16 compensation for their time worked for DEFENDANT or their wages at their agreed upon rate.

17 70. During the CLASS PERIOD, DEFENDANT required, permitted or suffered
18 PLAINTIFF and CLASS Members to work without paying them for all the time they were under
19 DEFENDANT's control. During the CLASS PERIOD, PLAINTIFF and the other members of the
20 CLASS were paid less for time worked that they were entitled to, constituting a failure to pay all
21 earned wages.

22 71. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
23 compensation to PLAINTIFF and the other members of the CLASS for the true time they worked,
24 PLAINTIFF and the other members of the CLASS have suffered and will continue to suffer an
25 economic injury in amounts which are presently unknown to them and which will be ascertained
26 according to proof at trial.

27 72. DEFENDANT knew or should have known that PLAINTIFF and the other members
28 of the CLASS were under compensated for their time worked. DEFENDANT elected, either through

1 intentional malfeasance or gross nonfeasance, to not pay employees for their labor as a matter of
2 company policy, practice and procedure, and DEFENDANT perpetrated this scheme by refusing to
3 pay PLAINTIFF and the other members of the CLASS the correct wages for their time worked.

4 73. In performing the acts and practices herein alleged in violation of California labor laws,
5 and refusing to compensate the members of the CLASS for all time worked and provide them with the
6 requisite compensation, DEFENDANT acted and continues to act intentionally, oppressively, and
7 maliciously toward PLAINTIFF and the other members of the CLASS with a conscious and utter
8 disregard for their legal rights, or the consequences to them, and with the despicable intent of depriving
9 them of their property and legal rights, and otherwise causing them injury in order to increase company
10 profits at the expense of these employees.

11 74. PLAINTIFF and the other members of the CLASS therefore request recovery of all
12 unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory
13 penalties against DEFENDANT, in a sum as provided by the California Labor Code and/or other
14 applicable statutes, as well as attorney's fees and costs.

15
16 **FOURTH CAUSE OF ACTION**
17 **For Failure to Provide Required Meal Periods**
18 **[Cal. Lab. Code §§ 226.7 & 512]**
19 **(By PLAINTIFF and the CLASS and Against All Defendants)**

20 75. PLAINTIFF, and the other members of the CLASS, reallege and incorporate by this
21 reference, as though fully set forth herein, the prior paragraphs of this Complaint.

22 76. During the CLASS PERIOD, from time to time, DEFENDANT failed to provide all
23 the legally required off-duty meal breaks to PLAINTIFF and the other CLASS Members as required
24 by the applicable Wage Order and Labor Code. The nature of the work performed by PLAINTIFF and
25 CLASS MEMBERS did not prevent these employees from being relieved of all of their duties for the
26 legally required off-duty meal periods. As a result of their rigorous work schedules, PLAINTIFF and
27 other CLASS Members were from time to time not fully relieved of duty by DEFENDANT for their
28 meal periods. Additionally, DEFENDANT's failure to provide PLAINTIFF and the CLASS Members
with legally required meal breaks prior to their fifth (5th) hour of work is evidenced by

1 DEFENDANT's business records. Further, DEFENDANT failed to provide PLAINTIFF and CLASS
2 Members with a second off-duty meal period from time to time in which these employees were
3 required by DEFENDANT to work ten (10) hours of work. As a result, PLAINTIFF and other
4 members of the CLASS therefore forfeited meal breaks without additional compensation and in
5 accordance with DEFENDANT's corporate policy and practice.

6 77. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
7 IWC Wage Order by failing to compensate PLAINTIFF and CLASS Members who were not provided
8 a meal period, in accordance with the applicable Wage Order, one additional hour of compensation at
9 each employee's regular rate of pay for each workday that a meal period was not provided.

10 78. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
11 Members have been damaged in an amount according to proof at trial, and seek all wages earned and
12 due, interest, penalties, expenses and costs of suit, as well as attorney's fees.

13
14 **FIFTH CAUSE OF ACTION**
15 **For Failure to Provide Required Rest Periods**
16 **[Cal. Lab. Code §§ 226.7 & 512]**
17 **(By PLAINTIFF and the CLASS and Against All Defendants)**

18 79. PLAINTIFF, and the other members of the CLASS, reallege and incorporate by this
19 reference, as though fully set forth herein, the prior paragraphs of this Complaint.

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

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

5 82. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
6 Members have been damaged in an amount according to proof at trial, and seek all wages earned and
7 due, interest, penalties, expenses and costs of suit, as well as attorney's fees.

8
9 **SIXTH CAUSE OF ACTION**
10 **For Failure to Provide Accurate Itemized Wage Statements**
11 **[Cal. Lab. Code § 226]**
 (By PLAINTIFF and the CLASS and Against All Defendants)

12 83. PLAINTIFF, and the other members of the CLASS, reallege and incorporate by this
13 reference, as though fully set forth herein, the prior paragraphs of this Complaint.

14 84. Cal. Labor Code § 226 provides that an employer must furnish employees with an
15 "accurate itemized" statement in writing showing:

- 16 1) gross wages earned,
- 17 2) total hours worked by the employee, except for any employee whose compensation
18 is solely based on a salary and who is exempt from payment of overtime under
19 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
20 Commission,
- 21 3) the number of piece rate units earned and any applicable piece rate if the employee
22 is paid on a piece-rate basis,
- 23 4) all deductions, provided that all deductions made on written orders of the employee
24 may be aggregated and shown as one item,
- 25 5) net wages earned,
- 26 6) the inclusive dates of the period for which the employee is paid,
- 27 7) the name of the employee and his or her social security number, except that by
28 January 1, 2008, only the last four digits of his or her social security number or an

1 employee identification number other than a social security number may be shown
2 on the itemized statement,

3 8) the name and address of the legal entity that is the employer, and

4 9) all applicable hourly rates in effect during the pay period and the corresponding
5 number of hours worked at each hourly rate by the employee.

6 85. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her
7 employees with an accurate itemized wage statement in writing showing, among other things, gross
8 wages earned and all applicable hourly rates in effect during the pay period and the corresponding
9 amount of time worked at each hourly rate. DEFENDANT also failed to provide to PLAINTIFF and
10 the CLASS wage statements that identify the correct gross and net wages earned, the applicable
11 number of hours worked and rates of pay. Aside, from the violations listed above in this paragraph,
12 DEFENDANT failed to issue to PLAINTIFF and other CLASS members an itemized wage statement
13 that accurately lists all the information required under California Labor Code 226 et seq.

14 86. DEFENDANT knowingly and intentionally failed to comply with Cal. Labor Code §
15 226, causing injury and damages to the PLAINTIFF and the other members of the CLASS. These
16 damages include, but are not limited to, costs expended calculating the wages owed and the amount
17 of employment taxes which were not properly paid to state and federal tax authorities. These damages
18 are difficult to estimate. Therefore, PLAINTIFF and the other members of the CLASS may elect to
19 recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation
20 occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period pursuant to
21 Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but in no event more than
22 four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the CLASS herein),
23 as well as costs and attorney's fees.

24
25 **SEVENTH CAUSE OF ACTION**
26 **For Failure to Indemnify or Reimburse Business Expenses**
27 **[Cal. Lab. Code § 2802]**
28 **(By PLAINTIFF and the CLASS and Against All Defendants)**

87. PLAINTIFF, and the other members of the CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

88. PLAINTIFF and the other members of the CLASS bring a claim for DEFENDANT's willful and intentional violations of the California Labor Code for DEFENDANT's failure to indemnify or otherwise reimburse PLAINTIFF and other members of the CLASS for business expenses they incurred for work purposes.

89. California Labor Code § 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or 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.”

90. PLAINTIFF and the other members of the CLASS incurred expenses in direct consequences of the discharge of PLAINTIFF and the other members of the CLASS' duties and/or at the direction of DEFENDANT. DEFENDANT knew that PLAINTIFF and the other members of the CLASS incurred expenses for work purposes but did not indemnify nor otherwise reimburse PLAINTIFF and the other members of the CLASS for these expenses.

91. As a proximate result of DEFENDANT's conduct, PLAINTIFF and the other members of the CLASS has been damaged in an amount to be established at trial, and are entitled to recover these damages, as well as interest and reasonable attorney's fees and costs, pursuant to statute.

EIGHTH CAUSE OF ACTION
For Violation of the Private Attorneys General Act
[Cal. Lab. Code §§ 2698, et seq.]
(By PLAINTIFF and Against All Defendants)

92. PLAINTIFF realleges and incorporates by reference, as though fully set forth herein, the prior paragraphs of this Complaint.

93. 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

1 law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law
2 enforcement action designed to protect the public and not to benefit private parties. The purpose of
3 the PAGA is not to recover damages or restitution, but to create a means of “deputizing” citizens as
4 private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature
5 specified that “it was ... in the public interest to allow aggrieved employees, acting as private attorneys
6 general to recover civil penalties for Labor Code violations ...” Stats. 2003, ch. 906, § 1. Accordingly,
7 PAGA claims cannot be subject to arbitration.

8 94. PLAINTIFF, and such persons that may be added from time to time who satisfy the
9 requirements and exhaust the administrative procedures under the Private Attorney General Act,
10 brings this Representative Action on behalf of the State of California with respect to himself and all
11 individuals who are or previously were employed by DEFENDANT in California and classified as
12 non-exempt employees (the “AGGRIEVED EMPLOYEES”) during the time period of February 21,
13 2024 until a date as determined by the Court (the “PAGA PERIOD”).

14 95. On February 21, 2025, PLAINTIFF gave written notice by electronic submission to the
15 Labor and Workforce Development Agency (the “Agency”) and by certified mail to DEFENDANT
16 of the specific provisions of this code alleged to have been violated as required by Labor Code §
17 2699.3. After the expiration of 65 days from the filing of the PAGA Notice, if the LWDA does not
18 respond, Plaintiff will have fully exhausted his administrative remedy.

19 96. The policies, acts and practices heretofore described were and are an unlawful business
20 act or practice because, with regard to PLAINTIFF and the other AGGRIEVED EMPLOYEES,
21 DEFENDANT (a) failed to pay minimum wages, (b) failed to pay overtime wages, (c) failed to keep
22 accurate time records, (d) failed to provide meal periods, (e) failed to provide rest periods, (f) failed
23 to provide accurate itemized wage statements, (g) failed to pay wages, (h) failed to pay reimbursements
24 for expenses, (i) Requiring Release Without Payment of Wages, all in violation of the applicable Labor
25 Code sections listed in Labor Code Sections §§ 204 and/or 204b, 206.5, 218.5, 226(a), 226.7, 510,
26 512, 1174, 1194, 1197, 1197.1, 1198, 2802, and the applicable Industrial Wage Order(s), and thereby
27 gives rise to civil penalties as a result of such conduct. PLAINTIFF hereby seeks recovery of civil
28 penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the representative

1 of the State of California for the illegal conduct perpetrated on PLAINTIFF and the other
2 AGGRIEVED EMPLOYEES.

3 97. All of the conduct and violations alleged herein occurred during the PAGA PERIOD.
4

5 **PRAYER FOR RELIEF**

6 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and severally,
7 as follows:

8 1. On behalf of the CLASS:

- 9 i. That the Court certify the First, Second, Third, Fourth, Fifth, Sixth, and Seventh
10 Causes of Action asserted by the CLASS as a class action pursuant to Cal.
11 Code of Civ. Proc. § 382;
- 12 ii. An order temporarily, preliminarily and permanently enjoining and restraining
13 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
- 14 iii. An order requiring DEFENDANT to pay all wages and all sums unlawfully
15 withheld from compensation due to PLAINTIFF and the other members of the
16 CLASS; and,
- 17 iv. Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid
18 fund for restitution of the sums incidental to DEFENDANT's violations due to
19 PLAINTIFF and to the other members of the CLASS.
- 20 v. Compensatory damages, according to proof at trial, including compensatory
21 damages for overtime compensation due PLAINTIFF and the other members
22 of the CLASS, during the applicable CLASS PERIOD plus interest thereon at
23 the statutory rate;
- 24 vi. Meal and rest period compensation pursuant to California Labor Code Section
25 226.7 and the applicable IWC Wage Order;
- 26 vii. The greater of all actual damages or fifty dollars (\$50) for the initial pay period
27 in which a violation occurs and one hundred dollars (\$100) per each member of
28 the CLASS for each violation in a subsequent pay period, not exceeding an

1 aggregate penalty of four thousand dollars (\$4,000), and an award of costs for
2 violation of Cal. Lab. Code § 226;

3 viii. The amount of the expenses PLAINTIFF and each member of the CLASS
4 incurred in the course of their job duties, plus interest, and costs of suit;

5 ix. For liquidated damages pursuant to California Labor Code Sections 1194.2 and
6 1197;

7 2. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:

8 i. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
9 General Act of 2004.

10 3. On all claims:

11 i. An award of interest, including prejudgment interest at the legal rate;

12 ii. An award of penalties, attorneys' fees and cost of suit, as allowable under the
13 law; and,

14 iii. For an award of such other and further relief as the Court deems just and proper.
15

16 Dated: March 26, 2025

Castle Law: California Employment Counsel, PC

17
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19 By: Bryce Fick
20 Timothy B. Del Castillo
21 Lisa L. Bradner
22 Kent L. Bradbury
23 Bryce Q. Fick
24 Attorneys for Plaintiff STANLEY DEO
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DEMAND FOR A JURY TRIAL

Plaintiff demands a jury trial on issues triable to a jury.

Dated: March 26, 2025

Castle Law: California Employment Counsel, PC

By: *Bryce Fick*
Timothy B. Del Castillo
Lisa L. Bradner
Kent L. Bradbury
Bryce Q. Fick
Attorneys for Plaintiff STANLEY DEO