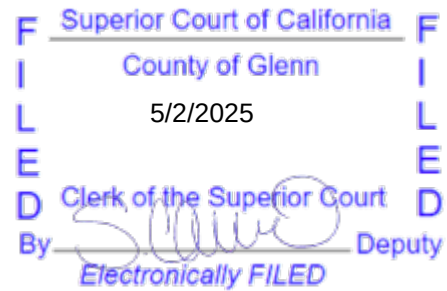


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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF GLENN**

CARILUS OKUMBE, as an individual, and on
behalf of all others similarly situated,

Plaintiff,

v.

PARATRANSIT SERVICES, INC., a
Washington Corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 25CV00057

Amended as a Matter of Right Pursuant to
Labor Code Section 2699.3(a)(2)(C)

*[Assigned for all purposes to the Hon. Alicia
Ekland]*

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, AND 1197);**
- (2) FAILURE TO PAY OVERTIME
WAGES (LABOR CODE §§ 204, 510,
558, 1194, AND 1198);**
- (3) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7 AND 512);**
- (4) REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, AND 516);**
- (5) WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226 *et seq.*);**
- (6) UNFAIR COMPETITION (BUS &
PROF CODE § 17200, *et seq.*);**
- (7) FAILURE TO REIMBURSE FOR
NECESSARY BUSINESS
EXPENSES (LABOR CODE § 2802);
AND**

**(8) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Carilus Okumbe (hereinafter “Plaintiff”), as an individual, and on behalf of all
2 others similarly situated, hereby brings this First Amended Class and Representative Action
3 Complaint against Paratransit Services, Inc. and DOES 1 to 100, inclusive (collectively
4 “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff hereby brings this Class Action Complaint for recovery of unpaid wages
7 and penalties under California Business and Professions Code § 17200 *et seq.*, Labor Code §§
8 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*,
9 2802, 2810.5, and relevant Industrial Welfare Commission Wage Orders (“Wage Orders), in
10 addition to seeking declaratory relief and restitution. This Complaint is brought pursuant to
11 California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations
12 of the California Labor Code because the amount in controversy exceeds this Court's
13 jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to California Code of Civil
16 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
17 occurred in the County of Glenn. Defendants own, maintain offices, transact business, have an
18 agent or agents within the County of Glenn, and/or otherwise are found within the County of
19 Glenn, and Defendants are within the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was and currently is a California resident. During the four years immediately preceding
23 the filing of the Complaint in this action and within the statute of limitations periods applicable
24 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
25 employee. Plaintiff was and is a victim of Defendants’ policies and/or practices complained of
26 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code
27 §§ 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et*
28 *seq.*, 2802, 2810.5 and California Business and Professions Code § 17200 *et seq.* (“Unfair

Competition Law”), and relevant Wage Orders.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to do) business in the paratransit industry, employed Plaintiff within Glenn County and the state of California and, therefore, were (and are) doing business in Glenn County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined herein) to be subjected to the unlawful employment practices, wrongs, injuries and damages complained of herein.

6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

7. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

8. At all times mentioned herein, 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. Further, Plaintiff alleges that all Defendants were joint employers for all purposes towards Plaintiff and all members of the Classes.

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff has been employed with Defendants from approximately April 1, 2014 to the present. As of this writing he remains unpaid leave due to Defendant's failure to accommodate his disability since about June of 2024. Plaintiff worked primarily as a bus driver transporting mobility-impaired members of the community and others who required his services. He also occasionally also performed other services, and was for a time assigned to work at a thrift store to accommodate his injury. He routinely performed additional tasks such as daily morning bus inspections and close-out paperwork, much of which was performed off the clock as per Defendant's mandates. Plaintiff was generally scheduled to work for 5 days per week, Monday through Friday, either from 1pm to 7:30pm or from 6am to 1pm for 7.75 hours or more per day. During this time, he would periodically be delayed up to an hour on his route due to, among other things, passenger exigencies. He would work also overtime performing the paperwork that was required of him at the end of each shift. On most or all occasions when he worked beyond his scheduled hours and recorded his hours accurately, Defendant's supervisory agents would alter his timecard to have it reflect Plaintiff's assigned hours, rather than hours actually worked. Similarly, when Plaintiff was unable to take a complete meal period – or any meal period – his timecard would be altered to reflect that he had done so.

10. Plaintiff estimates he worked approximately 125 minutes off the clock on average every week in inspecting his bus each morning, accommodating passenger needs that caused route delays, and completing end-of-shift paperwork.

11. Throughout the duration of Plaintiff's employment with Defendants, Plaintiff and other non-exempt employees were not paid for all hours worked as Defendants would not accurately keep track of their actual hours worked. Upon information and belief, the time records maintained by Defendants were not reflective of the actual number of hours that Plaintiff and other non-exempt employees actually worked. This is in part due to Defendants rounding employees' regular time to the quarter hour so as to pay them on a systemic basis for less time than they actually worked, as evidenced by Plaintiff's paystubs. Furthermore, beyond the issue of failing to pay all overtime and hours to which Plaintiff and other aggrieved employees were duly

entitled by virtue of their shifts regularly exceeding 8 hours, Defendants routinely failed to pay Plaintiff and other aggrieved employees for all hours worked whatsoever.

12. Further, Defendants required Plaintiff and other non-exempt employees to regularly work overtime hours to meet route schedules and deadlines that often foreclosed on their ability to take all lawful rest and meal periods.

13. Plaintiff and other non-exempt employees were not provided with a legally compliant, uninterrupted 30-minute first meal period no later than the end of their fifth hour of work when they were running late on their routes. Indeed, on many occasions Plaintiff and other non-exempt employees were not able to take their first meal period before the end of the fifth work hour, if at all, because they were required to maintain route schedules, such that a first uninterrupted 30 minute meal period before the end of the fifth work hour was not possible.

14. Similarly, Defendants did not provide Plaintiff and other non-exempt employees with a legally compliant uninterrupted 30-minute second meal period no later than the end of the tenth hour, when they worked shifts of 10.0 hours or more. On information and belief, Plaintiff and other non-exempt employees experienced second-meal period violations, and did so in the absence of any meal period waivers. Defendants maintained a policy and practice whereby Plaintiff and other non-exempt employees had to skip lawful second meal periods, because they were required to maintain route schedules and deadlines, such that a second uninterrupted 30 minute meal period was not possible. Despite Defendants' failure to authorize and permit Plaintiff and other non-exempt employees to take all lawful paid meal periods, due to their uniform and unlawful practices, Defendants almost never provided Plaintiff and other non-exempt employees with an hour of pay at their regular rate for each meal period violation as required by Labor Code § 226.7. Upon information and belief, during at least a portion of the class period, Defendants maintained no consistent payroll code or another mechanism for the payment of meal period premiums in the event Plaintiff and other non-exempt employees were not authorized to take lawful meal periods.

1 15. In addition, Plaintiff and other non-exempt employees were not authorized to take
2 all legally required rest periods. Specifically, Plaintiff and other non-exempt employees were not
3 provided with two uninterrupted rest periods (to the extent they were provided with any rest
4 periods) within the first 8 hours worked, because routes could not always conform to a rigid
5 schedule, and when running late Plaintiff and other non-exempt employees were not permitted
6 rest breaks, which would further delay their route as scheduled. Plaintiff and other non-exempt
7 employees were similarly not provided a third rest period when they worked shifts over 12.0
8 hours. Despite Defendants' failure to authorize and permit Plaintiff and other non-exempt
9 employees to take all lawful paid rest periods, due to their uniform and unlawful practices,
10 Defendants never provided Plaintiff and other non-exempt employees with an hour of pay at their
11 regular rate for each rest period violation as required by Labor Code § 226.7. Upon information
12 and belief, during at least a portion of the class period, Defendants maintained no payroll code or
13 another mechanism for the payment of rest period premiums in the event Plaintiff and other non-
14 exempt employees were not authorized to take lawful rest periods.

15 16. Furthermore, Defendants failed to adequately reimburse Plaintiff and other non-
16 exempt employees for all reasonable and necessary work expenditures, including but not limited
17 to, requiring Plaintiff and other non-exempt employees to utilize their personal cell phones to
18 communicate with dispatch and/or employers during their routes. Plaintiff was never provided
19 any reimbursement for these necessary uses.

20 17. Defendants have maintained inaccurate payroll records, failed to timely pay all
21 wages and premiums owed to employees, and issued inaccurate and incomplete wage statements.
22 This is in part a result of Defendants' failure to accurately compensate Plaintiff and other non-
23 exempt employees for all minimum and overtime wages due, missed meal and rest period
24 premiums, and accurately track all hours worked on and off the clock.

25 18. Defendants failed to issue to Plaintiff and other non-exempt employees accurate
26 itemized statements in writing accurately showing all of the following: (1) gross wages earned;
27 (2) total hours worked by the employee; (3) all deductions, provided that all deductions made on
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1 written orders of the employee may be aggregated and shown as one item; (4) net wages earned;
2 (5) the inclusive dates of the period for which the employee is paid; (6) the name and address of
3 the legal entity that is the employer; (7) all applicable hourly rates in effect during the pay period
4 and the corresponding number of hours worked at each hourly rate by the employee; and (9)
5 accrued paid sick leave balances.

6 19. Defendants failed to conform to the requirements of Labor Code § 2810.5 by
7 failing to provide Plaintiff and other aggrieved employees written notices, in the language
8 normally used to communicate employment related information to the employees, containing
9 information regarding their: i) rate(s) of pay and the basis thereof; ii) allowances claimed as part
10 of the minimum wage; iii) regular payday designated by the employer; iv) the legal name of the
11 employer; v) the address of the legal entity that is the employer; vi) the telephone number of the
12 employer; vii) identifying information for the employer's workers' compensation insurance
13 carrier; and viii) information informing the employee of their right to accrue and use paid sick
14 leave. Despite maintaining an obligation to provide these disclosures to Plaintiff and other
15 aggrieved employees, Defendants failed to do so, in violation of Labor Code § 2810.5.
16

17 **CLASS ACTION ALLEGATIONS**

18 20. **Class Definitions:** Plaintiff brings this action on behalf of himself and the
19 following Classes pursuant to § 382 of the Code of Civil Procedure:

20 a. The Minimum Wage Class consists of all current and former non-exempt
21 employees of Defendants who performed work in California and were subject to
22 Defendants' timekeeping systems and/or practices during the four years
23 immediately preceding the filing of this lawsuit through the present.

24 b. The Overtime Wage Class consists of all current and former non-exempt
25 employees of Defendants in California who worked overtime hours and were
26 undercompensated as a result of Defendants' timekeeping systems and/or
27 practices, during the four years immediately preceding the filing of this lawsuit
28 through the present.

- 1 c. The Meal Period Class consists of all current and former non-exempt employees
2 of Defendants who performed work in California and (i) worked at least one shift
3 in excess of 5.0 hours without an uninterrupted meal period of at least 30 minutes
4 in duration commencing prior to the conclusion of the fifth hour of work, and/or
5 (ii) worked at least one shift in excess of 10.0 hours without a second meal period
6 of at least 30 minutes in duration commencing prior to the conclusion of the tenth
7 hour of work, and who do not have a corresponding meal period premium payment
8 made for such shifts during the four years preceding the filing of this lawsuit
9 through the present.
- 10 d. The Rest Period Class consists of all current and former non-exempt employees of
11 Defendants who performed work in California and who (i) worked at least one
12 shift in excess of 3.5 hours where they were deprived of a first or second rest period
13 during the four years immediately preceding the filing of this lawsuit through the
14 present, and/or (ii) were not provided a lawful third rest period for every four
15 hours, or major fraction thereof, worked beyond the initial 8-hour work day, and
16 who do not have a corresponding rest period premium payment made for such
17 shifts during the four years preceding the filing of this lawsuit through the present.
- 18 e. The Wage Statement Class consists of all members of the Rest Period Class,
19 Minimum Wage Class, Overtime Class, and/or Meal Period Class who received a
20 wage statement from Defendants during the one year immediately preceding the
21 filing of this lawsuit through the present.
- 22 f. The Employee Expense Class consists of all current and former non-exempt
23 employees of Defendants in California who were not reimbursed for expenses in
24 the performance of their job duties, including, but not limited to (i) utilization of
25 their personal cell phones, and (ii) any tools and equipment during the four years
26 immediately preceding the filing of this lawsuit to the present.
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1 21. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
2 joinder of all members would be unfeasible and not practicable. The membership of the Classes is
3 unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number
4 greater than fifty (50) individuals. The identity of such membership is readily ascertainable via
5 inspection of Defendants' employment records.

6 22. **Common Questions of Law and Fact Predominate/Well Defined Community**
7 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly
8 situated employees, which predominate over questions affecting only individual members. Those
9 common questions include, without limitation:

- 10 i. Whether Defendants paid all minimum wages owed for all hours worked to
11 members of the Minimum Wage Class pursuant to Labor Code §§ 1182.12, 1194,
12 1194.2, and 1197;
- 13 ii. Whether Defendants' timekeeping policies/practices resulted in the failure to
14 properly compensate members of the Minimum Wage Class;
- 15 iii. Whether Defendants violated the applicable Labor Code provisions, including, but
16 not limited to, §§ 510 and 1194 and IWC Wage Orders by requiring members of
17 the Overtime Wage Class to perform overtime work and not paying for said work
18 in accordance with the overtime laws of the State of California;
- 19 iv. Whether Defendants provided all legally compliant meal periods to members of
20 the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- 21 v. Whether Defendants provided all legally compliant rest periods to members of the
22 Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 23 vi. Whether Defendants failed to reimburse members of the Employee Expense Class
24 for business expenditures necessarily incurred in the performance of their duties;
- 25 vii. Whether Defendants provided accurate, itemized wage statements to members of
26 the Wage Statement Class pursuant to Labor Code § 226, *et seq.*);
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1 23. **Predominance of Common Questions:** Common questions of law and fact
2 predominate over questions that affect only individual members of the Classes. The common
3 questions of law set forth above are numerous and substantial and stem from Defendants' policies
4 and/or practices applicable to each individual class member, such as Defendants' uniform
5 timekeeping policies and practices, meal and rest period policies and practices, and wage
6 statement policies and practices. As such, the common questions predominate over individual
7 questions concerning each individual class member's showing as to his or her eligibility for
8 recovery or as to the amount of his or her damages.

9 24. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
10 Plaintiff was employed by Defendants as a non-exempt employee in California during the
11 statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged
12 herein, Plaintiff, like the members of the Classes, was subject to Defendants' meal/rest period and
13 timekeeping policies and practices and was provided inaccurate wage statements.

14 25. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
15 to represent fairly and adequately the interests of the members of the Classes. Moreover,
16 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of
17 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-
18 and-hour class actions in state and federal courts in the past and are committed to vigorously
19 prosecuting this action on behalf of the members of the Classes.

20 26. **Superiority:** The California Labor Code is broadly remedial in nature and serves
21 an important public interest in establishing minimum working conditions and standards in
22 California. These laws and labor standards protect the average working employee from
23 exploitation by employers who have the responsibility to follow the laws and who may seek to
24 take advantage of superior economic and bargaining power in setting onerous terms and
25 conditions of employment. The nature of this action and the format of laws available to Plaintiff
26 and members of the Classes make the class action format a particularly efficient and appropriate
27 procedure to redress the violations alleged herein. If each employee were required to file an
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individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes (as defined herein) are maintainable as a Class under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION
MINIMUM WAGE VIOLATIONS
(AGAINST ALL DEFENDANTS)

27. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

28. Industrial Welfare Commission (“IWC”) Wage Orders and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys’ fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law by

1 failing to pay Plaintiff and the Minimum Wage Class for all hours actually worked including, but
2 not limited to, all hours he was subject to the control of Defendants and/or suffered or permitted
3 to work under the California Labor Code and IWC Wage Orders.

4 29. California Labor Code § 1198 makes unlawful the employment of an employee
5 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide
6 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
7 those employees the balance of the unpaid wages as well as liquidated damages in an amount
8 equal to the wages due and interest thereon.

9 30. As a direct and proximate result of Defendants' unlawful conduct as alleged
10 herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including but
11 not limited to, unpaid wages and lost interest in an amount to be established at trial, and are
12 entitled to recover economic and statutory damages and penalties and other appropriate relief as
13 a result of Defendants' violations of the California Labor Code and IWC Wage Orders.

14 31. Defendants' practice and uniform administration of corporate policy regarding
15 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and
16 the Minimum Wage Class in a civil action for the unpaid amount of minimum wages, liquidated
17 damages, including interest thereon, statutory penalties, and attorneys' fees and costs of suit
18 according to California Labor Code §§ 204, 558, 1194, *et seq.*, 1197, 1198 and Code of Civil
19 Procedure § 1021.5.

20 **SECOND CAUSE OF ACTION**

21 **FAILURE TO PAY ALL OVERTIME WAGES**

22 **(AGAINST ALL DEFENDANTS)**

23 32. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

24 33. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
25 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
26 overtime hours worked, and provide a private right of action for the failure to pay all overtime
27 compensation for overtime work performed.

28 34. At all times relevant herein, Defendants were required to properly compensate
Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California
Labor Code § 1194 and IWC Wage Orders. IWC Wage Orders require an employer to pay

overtime wages when an employee's hours worked cross certain thresholds or meet certain criteria set forth in the Wage Orders.

35. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, IWC Wage Orders, and Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS (AGAINST ALL DEFENDANTS)

36. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

37. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiff and members of the Meal Period Class with all legally compliant meal periods in accordance with the mandates of the California Labor Code and IWC Wage Orders. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and the Meal Period Class at their respective regular rate of pay, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

38. As a result, Defendants are responsible for paying premium compensation for meal period violations including interest thereon, as well as statutory penalties, civil penalties, and costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, IWC Wage Orders, and Civil Code §§ 3287(b) and 3289.

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS (AGAINST ALL DEFENDANTS)

39. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

40. IWC Wage Orders and California Labor Code §§ 226.2, 226.7 and 516 establish the right of employees to be authorized and permitted to take a paid rest period of at least ten (10) minutes net rest time for each four (4) hour period worked, or major fraction thereof.

1 41. As alleged herein, Defendants failed to authorize and permit Plaintiff and members
2 of the Rest Period Class to take all legally compliant rest periods.

3 42. The foregoing violations create an entitlement to recovery by Plaintiff and
4 members of the Rest Period Class in a civil action for the unpaid rest period wages and the amount
5 of rest period premiums owing, including interest thereon, as well as statutory penalties, civil
6 penalties, and costs of suit according to California Labor Code §§226.2, 226.7, 516, 558, and
7 Civil Code §§ 3287(b) and 3289.

8 **FIFTH CAUSE OF ACTION**

9 **WAGE STATEMENT VIOLATIONS**

10 **(AGAINST ALL DEFENDANTS)**

11 43. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

12 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
14 and the Wage Statement Class with complete and accurate wage statements reflecting the accurate
15 number of hours worked, and meal & rest period premiums in violation of Labor Code § 226 *et*
16 *seq.*

17 45. Defendants' failures in furnishing Plaintiff and the Wage Statement Class with
18 complete and accurate itemized wage statements resulted in actual injury, as said failures led to,
19 among other things, the non-payment of all minimum wages, overtime wages, meal and rest
20 period premium wages, and deprived them of the information necessary to identify the
21 discrepancies in Defendants' reported data.

22 46. Defendants' failures create an entitlement to recovery by Plaintiff and the Wage
23 Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226
24 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit
25 according to California Labor Code § 226 *et seq.*

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1 **SIXTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(AGAINST ALL DEFENDANTS)**

4 47. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 48. Defendants have engaged and continue to engage in unfair and/or unlawful
6 business practices in California in violation of California Business and Professions Code § 17200
7 *et seq.*, by failing to pay Plaintiff and the Classes all minimum and overtime wages, provide all
8 required meal and rest periods, or pay premium payments in lieu thereof, failing to furnish
9 accurate, itemized wage statements, and willfully failing to timely pay Plaintiff and members of
10 the Waiting Time class all final wages due upon separation of employment.

11 49. Defendants' utilization of these unfair and/or unlawful business practices deprived
12 Plaintiff and continues to deprive members of the Classes of compensation to which they are
13 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
14 over Defendants' competitors who have been and/or are currently employing workers and
15 attempting to do so in honest compliance with applicable wage and hour laws.

16 50. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
17 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of
18 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
19 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

20 51. The acts complained of herein occurred within the last four years immediately
21 preceding the filing of the Complaint in this action.

22 52. Plaintiff is compelled to retain the services of counsel to file this court action to
23 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf
24 of Defendants' current non-exempt employees, and to enforce important rights affecting the
25 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
26 which he is entitled to recover under Code of Civil Procedure § 1021.5.

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1 **SEVENTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

3 **(AGAINST ALL DEFENDANTS)**

4 53. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 54. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
6 states that “an employer shall indemnify his or her employees for all necessary expenditures or
7 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
8 his or her obedience to the directions of the employer...”

9 55. Due to Defendants’ unlawful policy and practice of requiring employees to utilize
10 their personal cell phones in the performance of their work duties, Defendants have violated Labor
11 Code § 2802.

12 56. Plaintiff and the members of the Employee Expense Class are entitled to attorneys’
13 fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

14 57. Pursuant to Labor Code §2802(b), any action brought for the reimbursement of
15 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
16 Plaintiff and members of the Employee Expense Class are entitled to interest, which shall accrue
17 from the date on which they incurred the initial necessary expenditure.

18 **EIGHTH CAUSE OF ACTION**

19 **PRIVATE ATTORNEYS GENERAL ACT**

20 **(AGAINST ALL DEFENDANTS)**

21 58. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

22 59. Defendants have committed several Labor Code violations against Plaintiff,
23 members of the Classes, and other aggrieved employees. Plaintiff, an “aggrieved employee”
24 within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved
25 employees, brings this representative action against Defendants to recover the civil penalties due
26 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
27 according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited
28 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each

subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum Wage Class, and other aggrieved employees in violation of Labor Code §§ 551-552, 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, and 558;
- d. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, and 1198;
- e. Failing to reimburse Plaintiff, the Employee Expense Class and other aggrieved employees for necessary business expenditures incurred by Plaintiff, the Employee Expense Class and other aggrieved employees in violation of Labor Code §§ 2800, 2802 and 2804;

- 1 f. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved
2 employees with complete, accurate, itemized wage statements in violation of
3 Labor Code § 226;
4 g. Failing to provide legally mandated disclosures and/or written notices
5 regarding the terms of employment of Plaintiff and other aggrieved employees
6 in violation of Labor Code § 2810.5;
7 h. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved
8 employees in violation of Labor Code §§ 1174 and 1198.

9 60. On February 20, 2025, Plaintiff notified Defendants via certified mail, and notified
10 the California Labor and Workforce Development Agency (“LWDA”) via its website, of
11 Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for
12 civil penalties under California Labor Code § 2698 et seq. with respect to violations of the
13 California Labor Code identified in Paragraph 59 (a)-(h). Now that sixty-five days have passed
14 from Plaintiff’s notifying Defendants and the LWDA of these violations, and the LWDA has not
15 provided notice that it intends to investigate the violations, Plaintiff has exhausted his
16 administrative requirements for bringing a claim under the Private Attorneys General Act with
17 respect to these violations.

18 61. Plaintiff was compelled to retain the services of counsel to file this court action to
19 protect his interests and the interests of other similarly aggrieved employees, and to assess and
20 collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and
21 costs, which he is entitled to receive under California Labor Code § 2699(g).

22 **PRAYER**

23 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
24 this suit brought against Defendants, as follows:

- 25 1. For an order certifying the proposed Classes;
26 2. For an order appointing Plaintiff as representative of the Classes;
27 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
28 4. Upon the First Cause of Action, for payment of minimum wages, liquidated

1 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,
2 1198 and IWC Wage Orders;

3 5. Upon the Second Cause of Action, for compensatory, consequential, general, and
4 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, 1198 and
5 IWC Wage Orders;

6 6. Upon the Third Cause of Action, for compensatory, consequential, general, and
7 special damages according to proof pursuant to for compensatory, consequential, general and
8 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

9 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
10 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

11 8. Upon the Fifth Cause of Action, for compensatory, consequential, general and
12 special damages according to proof pursuant to Labor Code §§ 226.2, 226.7, 516, and 558;

13 9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the
14 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
15 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et*
16 *seq.*;

17 10. Upon the Seventh Cause of Action, for compensatory, consequential, general, and
18 special damages according to proof pursuant to Labor Code § 2802;

19 11. Upon the Eighth Cause of Action, for (1) \$100.00 for each initial violation for each
20 failure to pay each employee and \$200 for each subsequent violation or willful or intentional
21 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
22 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
23 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
24 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
25 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
26 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
27 each initial violation and \$200 for each subsequent violation per employee per pay period for the
28

1 violations of the Labor Code Sections cited in Labor Code § 2699.5;

2 12. Prejudgment interest on all due and unpaid wages pursuant to California Labor
3 Code § 218.6 and Civil Code §§ 3287 and 3289;

4 13. On all causes of action, for attorneys' fees and costs as provided by Labor Code
5 §226, and Code of Civil Procedure § 1021.5; and

6 14. For such other and further relief the Court may deem just and proper.
7

8
9 Dated: May 2, 2025

Respectfully submitted,
STANSBURY BROWN LAW, PC

10
11 By:



Daniel J. Brown
Kathleen J. Becket
Attorneys for Plaintiff

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14
15 **DEMAND FOR JURY TRIAL**

16 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

17
18 Dated: May 2, 2025

Respectfully submitted,
STANSBURY BROWN LAW, PC

19
20
21 By:



Daniel J. Brown
Kathleen J. Becket
Attorneys for Plaintiff

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 2610 ½ Abbot Kinney Blvd. Venice, CA 90291

On Mayn 2, 2025, I served the document listed below on the parties in this action as follows:

- **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**

☐ (BY MAIL) I placed such envelope on the above date, with postage fully prepaid, for deposit in the U.S. Postal Service at my place of business at Venice, California, following the ordinary business practices of my place of business. I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mail with the U.S. Postal Service. Under that practice, such correspondence is deposited with the U.S. Postal Service the same day it is collected and processed in the ordinary course of business.

☒ (BY EMAIL or ELECTRONIC TRANSMISSION) By electronically transmitting the document(s) listed above to the email address(es) of the person(s) set forth on the attached service list from the email address assistant@stansburybrownlaw.com. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. Service by e-mail was made pursuant to agreement of the parties, confirmed in writing, or as an additional method of service as a courtesy to the parties or pursuant to Court Order. See Cal. R. Ct. R. 2.260.

☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 2, 2025, at South Gate, CA.

Laura Romero

Laura Romero

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SERVICE LIST

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