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and on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

IAN WATTS, individually, and on
behalf of himself and all others similarly
situated,

Plaintiff,

v.

PACIFIC UTILITY INSTALLATION,
INC., a California corporation, and
DOES 1 through 50, inclusive,

Defendants.

Case No. CVRI 2500476

**CLASS ACTION FIRST AMENDED
COMPLAINT FOR DAMAGES FOR:**

- 1) Violation of Cal. Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- 2) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime);
- 3) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- 4) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums);
- 5) Violation of Cal. Labor Code §§ 201, 202, and 203 (Untimely Final Wages);
- 6) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements);
- 7) Violation of Cal. Business & Professions Code § 17200, *et seq.* (Unfair Competition);
- 8) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
- 9) Civil Penalties Pursuant to Private Attorneys' General Act, Labor Code section 2698 *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff IAN WATTS (“Plaintiff”), individually, and on behalf of himself and all others
2 similarly situated, asserts claims against defendant PACIFIC UTILITY INSTALLATION, INC., a
3 California corporation, and DOES 1 through 50, inclusive (collectively “PACIFIC” or
4 “Defendant(s)”) as follows:

5 **INTRODUCTION**

6 1. The purpose of this amendment is to clarify the allegations in the complaint and to
7 assert claims under Labor Code section 2698 et seq. within the context of the above-entitled action.

8 2. This is a Class Action, pursuant to California Code of Civil Procedure section 382,
9 on behalf of Plaintiff and any and all persons who are or were employed by Defendants as non-
10 exempt employees, however titled, in the State of California within four (4) years prior to the filing
11 of the Complaint in this action until the resolution of this lawsuit (collectively referred to as the
12 “Class” or “Class Members” or “Non-Exempt Employees”).

13 3. During the “liability period,” as defined as the applicable statute of limitations for
14 each and every cause of action contained herein – i.e. Plaintiff’s claims under the Unfair
15 Competition Law is four (4) years; Plaintiff’s claims for either unpaid wages or actual damages is
16 three (3) years; and Plaintiff’s claims for statutory penalties is one (1) year from the filing of this
17 action through the present (referred to as “the liability period(s)”) – Defendants consistently
18 maintained and enforced against its Non-Exempt Employees unlawful practices and policies in
19 violation of California state wage and hour laws, including failing to lawfully and accurately pay
20 Plaintiff and Class Members for all hours worked, including minimum wages and overtime; failing
21 to lawfully provide meal and rest periods; failing to pay one hour of pay at the employee’s regular
22 rate of pay when legally mandated meal or rest periods were not lawfully provided; failing to
23 accurately pay overtime; failing to reimburse necessary expenses; failing to provide accurate
24 itemized wage statements; and failing to keep accurate records.

25 4. Defendants implemented uniform policies and practices that deprived Plaintiff and
26 Class Members of earned wages, including minimum wages; straight time wages; overtime wages;
27 premium wages; failing to reimburse necessary expenses; and lawful meal and/or rest breaks.

1 5. Such actions and policies, as described above and further herein, were and continue
2 to be in violation of the California Labor Code. Plaintiff, on behalf of himself and all Class
3 members, bring this action pursuant to the California Labor Code, including sections 201, 202, 203,
4 204, 218.5, 218.6, 221-224, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1194, 1194.2, 1195, 1197,
5 1198, 2802, applicable IWC California Wage Orders and California Code of Regulations, Title 8,
6 section 11000 *et seq.*, seeking unpaid wages, unpaid meal and rest period compensation, penalties,
7 liquidated damages, and reasonable attorneys' fees and costs.

8 6. Plaintiff, on behalf of himself and others similarly situated, pursuant to Business
9 and Professions Code sections 17200-17208, also seeks restitution from Defendants for their
10 failure to pay to Plaintiff and Class Members all of their wages, including minimum wages,
11 overtime and premium wages, and for unreimbursed expenses.

12 7. Plaintiff also brings an action pursuant to the PAGA on a representative basis on
13 behalf of all non-exempt employees, however titled, employed by Defendants in the State of
14 California (the "Aggrieved Employees") from one year prior to the filing of the PAGA notice to
15 the conclusion of this action. Plaintiff seeks to recover civil penalties and address Defendants'
16 violations of the California Labor Code and the IWC Wage Orders under PAGA. The Aggrieved
17 Employees are a subgroup of the Class Members or Non-Exempt Employees.

18 8. In this case, Defendants violated various provisions of the California Labor Code
19 and IWC Wage Orders. Defendants' violations include: (1) failure to pay minimum wages;
20 (2) failure to pay overtime wages; 3) failure to pay on-call time pay; (4) failure to provide meal
21 periods; (5) failure to authorize and permit rest periods; (6) failure to timely pay wages owed
22 during employment; (7) knowing and intentional failure to comply with itemized wage statement
23 provisions; (8) violation of the unfair competition law; (9) failure to keep accurate records; and
24 (10) failure to pay sick leave.

25 9. This amendment is timely because Plaintiff suffered from a violation or numerous
26 violations of the California Labor Code within one year of the date on which a PAGA notice was
27 sent to the LWDA via online submission. More than 65 days have passed, and no response has
28 been received by the LWDA. Plaintiff thereby satisfied the notice requirement under the statute

1 and is permitted to proceed with this action in a representative capacity.

2 **JURISDICTION AND VENUE**

3 10. This action is brought as a Class Action on behalf of Plaintiff and similarly situated
4 employees of Defendants pursuant to California Code of Civ. Proc. Section 382. The monetary
5 damages and restitution sought by Plaintiff exceeds the minimum jurisdiction limits of the
6 California Superior Court and will be established according to proof at trial.

7 11. This Court has jurisdiction over this action pursuant to the California Constitution
8 Article VI §10, which grants the California Superior Court original jurisdiction in all causes except
9 those given by statute to other courts. The statutes under which this action is brought do not give
10 jurisdiction to any other court.

11 12. This Court has jurisdiction over this Action pursuant to California Code of Civil
12 Procedure, Section 410.10 and California Business & Professions Code, Section 17203.

13 13. This Court has jurisdiction over Defendants because, upon information and belief,
14 each Defendant is either a resident of California, has sufficient minimum contacts in California, or
15 otherwise intentionally avails itself of the California market so as to render the exercise of
16 jurisdiction over them by the California Courts consistent with traditional notions of fair play and
17 substantial justice. Defendants have done and are doing business throughout California.

18 14. The unlawful acts alleged herein have a direct effect on Plaintiff and the other
19 similarly situated Non-Exempt Employees within Riverside County and it is believed that
20 Defendants have employed over one hundred Class Members as Non-Exempt Employees
21 throughout the state.

22 15. The California Superior Court also has jurisdiction in this matter because the
23 individual claims of the Class Members described herein are presently believed to be under the
24 seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for Federal Court and the
25 aggregate potential damages and recovery by all of the claims of the Plaintiff's Class, including
26 attorneys' fees, placed in controversy by Plaintiff's class-wide claims, is presently believed to be
27 under the five million dollar (\$5,000,000.00) threshold of the Class Action Fairness Act of 2005.
28 Further, there is no federal question at issue, as the issues herein are based solely on California

1 statutes and law, including the Labor Code, IWC Wage Orders, the California Code of Civil
2 Procedure, the California Civil Code, and the California Business and Professions Code.

3 16. Venue is proper in this Court because one or more of the Defendants reside, transact
4 business, or have offices in this County, and the acts or omissions alleged herein took place in this
5 County.

6 **PARTIES**

7 17. Plaintiff Ian Watts is and during the liability period has been, a resident of Riverside
8 County, California. Plaintiff was employed by defendant during the liability period as an
9 Equipment Operator in Corona, CA.

10 18. Plaintiff and the members of the putative class were employed by defendants as non-
11 exempt employees, however titled, (the "Class Members" or "Non-Exempt Employees") during
12 the liability period.

13 19. Defendant Pacific Utility Installation, Inc., is a California corporation in good
14 standing that is authorized to do business throughout the State of California.

15 20. Pacific Utility Installation, Inc.'s headquarters are located at 510 Malloy Court,
16 Corona, CA 92878. Pacific Utility Installation, Inc. operates in California from numerous locations.
17 Pacific Utility Installation, Inc. provides electrical utility installation services.

18 21. Whenever in this complaint reference is made to any act, deed, or conduct of
19 Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through
20 one or more of Defendants' officers, directors, agents, employees, or representatives, who was
21 actively engaged in the management, direction, control, or transaction of the ordinary business and
22 affairs of Defendants.

23 22. The true names and capacities of Defendants, whether individual, corporate,
24 associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to
25 Plaintiff, who therefore sue Defendants by such fictitious names under Code of Civil Procedure §
26 474. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
27 capacities of the Defendants designated hereinafter as DOES when such identities become known.
28

23. Plaintiff is informed and believes, and thereon allege, that the Doe Defendants are the partners, agents, or principals and co-conspirators of Defendants and of each other; that Defendants and the Doe Defendants performed the acts and conduct herein alleged directly, aided and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the liability of the Defendants as alleged herein.

24. Plaintiff is further informed and believes, and thereon alleges, that at all times material herein, each Defendant was completely dominated and controlled by its co-Defendants and each was the alter ego of the other. Whenever and wherever reference is made in this complaint to any conduct by Defendant or Defendants, such allegations and references shall also be deemed to mean the conduct of each of the Defendants, acting individually, jointly, and severally. Whenever and wherever reference is made to individuals who are not named as Defendants in this complaint, but were employees and/or agents of Defendants, such individuals, at all relevant times acted on behalf of Defendants named in this complaint within the scope of their respective employments.

FACTUAL ALLEGATIONS

25. During the relevant time frame, Defendants compensated Plaintiff and the Non-Exempt Employees based upon an hourly wage.

26. Plaintiff and the Class Members were, and at all times pertinent hereto, have been non-exempt employees within the meaning of the California Labor Code, and the implementing rules and regulations of the IWC California Wage Orders. They are subject to the protections of the IWC Wage Orders and the Labor Code.

27. Plaintiff was employed as an hourly non-exempt Equipment Operator from April 2023 through February 2024. Plaintiff provided equipment operation and installation services at various street and residential locations in California.

28. The members of the putative class were employees of Defendants throughout the state of California during the liability period.

1 29. Plaintiff typically worked five days a week, averaging over 40 hours a week.

2 30. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were
3 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the
4 requirements of California's wage and employment laws.

5 31. All Class Members, including Plaintiff, are similarly situated in that they are all
6 subject to Defendants' uniform policies and systemic practices as specified herein.

7 32. Plaintiff and the Class Members were not properly compensated for all hours
8 worked, in part because they were frequently required to work off the clock. In addition to working
9 off the clock pre-shift and post-shift, Plaintiff is informed and believes and thereon alleges that the
10 hours worked by Plaintiff and the Class Members were rounded against Class Members' interests.

11 33. In addition, the Class Members frequently worked in excess of eight (8) hours a
12 day and/or over forty (40) hours in a workweek, but were not properly paid for such time at a rate
13 of time and one-half the employee's regular rate of pay per hour. Plaintiff and the Class Members
14 also often worked in excess of twelve (12) hours in one day and/or over eight (8) hours on the
15 seventh day of the workweek, but were not properly paid for such time at a rate of two times the
16 employee's regular rate of pay per hour.

17 34. Defendants failed to properly calculate Plaintiff's and the Class Members' regular
18 rate of pay because Defendants failed to include all forms of compensation in the regular rate
19 including the pay incentives, bonuses, commissions, differentials or other forms of non-
20 discretionary compensation.

21 35. Class Members were regularly required to work shifts in excess of five hours
22 without being provided a lawful, timely 30 minute uninterrupted meal period. In addition, Class
23 Members were regularly required to work shifts in excess of ten hours in a day without being
24 provided a second lawful meal period as required by law.

25 36. Indeed, during the relevant time, as a consequence of Defendants' staffing and
26 scheduling practices, lack of coverage, work demands, and Defendants' policies and practices,
27 Defendants frequently failed to provide Plaintiff and the Class Members timely, legally complaint
28 uninterrupted 30-minute meal periods on shifts over five hours and second meal periods on shifts

1 over ten hours as required by law.

2 37. Further, upon information and belief, Plaintiff and the Class Members were not
3 permitted to leave the premises during meal periods.

4 38. On information and belief, Plaintiff and Class Members did not waive their rights
5 to meal periods under the law.

6 39. Plaintiff and the Class Members were not provided with valid lawful on-duty meal
7 periods.

8 40. Despite the above-mentioned meal period violations, Defendants failed to
9 compensate Plaintiff, and on information and belief, failed to compensate Class Members, one
10 additional hour of pay at their regular rate as required by California law when meal periods were
11 not timely or lawfully provided in a compliant manner.

12 41. Plaintiff is informed and believes, and thereon alleges, that Defendants know,
13 should know, knew, and/or should have known that Plaintiff and the other Class Members were
14 entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 but
15 were not receiving such compensation.

16 42. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
17 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
18 period for every four hours worked or major fraction thereof, which is a violation of the Labor
19 Code and IWC wage order.

20 43. Defendants maintained and enforced scheduling practices, policies, and imposed
21 work demands that frequently required Plaintiff and Class Members to forego their lawful, paid
22 rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
23 requisite rest periods were not timely authorized and permitted.

24 44. In addition, Plaintiff is informed and believes and thereon alleges that Defendant
25 failed to pay Plaintiff and the Class Members for rest period time at the proper rate as required by
26 law.

27 45. Despite the above-mentioned rest period violations, Defendants did not
28 compensate Plaintiff, and on information and belief, did not pay Class Members one additional

1 hour of pay at their regular rate as required by California law, including Labor Code section 226.7
2 and the applicable IWC wage order, for each day on which lawful rest periods were not
3 authorized and permitted.

4 46. Moreover, Plaintiff and the Class Members were required to incur necessary
5 expenses in the discharge of their duties, including without limitation uniform purchase expenses
6 and cellular phone expenses, but were not reimbursed for such necessary expenses.

7 47. Defendants also failed to provide accurate, lawful itemized wage statements to
8 Plaintiff and the Class Members in part because of the above specified violations. In addition,
9 upon information and belief, Defendants omitted an accurate itemization of total hours worked,
10 the applicable hourly rates, the number of hours worked at each rate, the name and address of the
11 legal entity that is the employer, gross pay and net pay figures from Plaintiff, and the Class
12 Members' wage statements. Such actions were and continue to be in violation of the California
13 Labor Code and applicable IWC Wage Orders.

14 48. Defendants have also made it difficult to determine applicable hourly rates of pay,
15 total hours worked, and account with precision for the unlawfully withheld wages and deductions
16 due to be paid to Non-exempt Employees, including Plaintiff, during the liability period because
17 they did not implement and preserve a lawful record-keeping method to record all hours worked,
18 meal periods, and non-provided rest and meal periods owed to employees as required for non-
19 exempt employees by 29 U.S.C. section 211(c), California Labor Code section 226, and
20 applicable California Wage Orders.

21 49. Plaintiff is informed and believes, and thereon alleges, that at all times herein
22 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
23 thereof for resignations without prior notice as the case may be) they had a duty to accurately
24 compensate Plaintiff and the Class Members for all wages owed including minimum wages, straight
25 time wages, overtime, rest period premiums, and that Defendants had the financial ability to pay
26 such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part
27 because of the above-specified violations.

28

50. Plaintiff and the Class Members are covered by applicable California IWC Wage Orders and corresponding applicable provisions of the California Code of Regulations, Title 8, section 11000 *et seq.*

CLASS ACTION ALLEGATIONS

51. Plaintiff brings this action on his own behalf, as well as on behalf of each and every other person similarly situated, and thus, seeks class certification under California Code of Civil Procedure §382.

52. All claims alleged herein arise under California law for which Plaintiff seeks relief as authorized by California law.

53. The **proposed class** is comprised of and defined as: **All persons currently or formerly employed by Defendants, directly or indirectly, as non-exempt employees, however titled, throughout the state of California within four (4) years prior to the filing of the Complaint in this action until the resolution of this lawsuit. (hereinafter collectively referred to as the “Class” or “Class Members”).**

54. Plaintiff also seeks to represent Subclasses included in the Plaintiff's Class, which are composed of Class Members satisfying the following definitions:

a. All Class Members who were not paid at least minimum wage for all hours worked (collectively “**Minimum Wage Subclass**”);

b. All Class Members who were not accurately paid overtime for hours worked over eight in a day or over forty in a workweek (**collectively “Overtime Subclass”**);

c. All Class Members who worked more than five (5) hours in a workday and were not provided with a timely, uninterrupted lawful meal period of net thirty (30) minutes, and were not paid compensation of one hour premium wages at the employee's regular rate in lieu thereof (hereinafter collectively referred to as the **"First Meal Period Subclass"**);

d. All Class Members who worked more than ten (10) hours in a workday and were not provided with a timely, uninterrupted lawful second meal period of net thirty (30) minutes, and were not paid compensation of one hour premium wages at the employee's regular rate in lieu thereof (hereinafter collectively referred to as the "**Second Meal Period Subclass**");

1 e. All Class Members who worked more than three and a half hours in a
2 workday and were not authorized and permitted to take a lawful net 10-minute rest period for every
3 four (4) hours or major fraction thereof worked per day and were not paid compensation of one
4 hour premium wages at the employee's regular rate in lieu thereof (hereinafter collectively referred
5 to as the "**Rest Period Subclass**");

6 f. All Class Members who did not receive all owed wages at the time of
7 separation or within 72 hours in the case of resignation (hereinafter collectively referred to as the
8 "**Waiting Time Subclass**");

9 g. All Class Members who were not provided with accurate and complete
10 itemized wage statements (hereinafter collectively referred to as the "**Inaccurate Wage Statement**
11 **Subclass**");

12 h. All Class Members who were employed by Defendants and subject to
13 Defendant's Unfair Business Practices (hereinafter collectively referred to as the "**Unfair Business**
14 **Practices Subclass**").

15 i. All Class Members who were not reimbursed for all necessary expenditures
16 (collectively "**Indemnification Subclass**").

17 55. Plaintiff reserves the right, under Rule 3.765, California Rules of Court, to amend
18 or modify the descriptions of the Class and Subclasses to provide greater specificity as appropriate,
19 or if it should be deemed necessary by the Court or to further divide the Class Members into
20 additional Subclasses or to limit the Subclasses to particular issues. Any reference herein to the
21 Class Members or the Plaintiffs' Class includes the members of each of the Subclasses.

22 56. As set forth in further detail below, this action has been brought and may properly
23 be maintained as a class action under the provisions of section 382 of the Code of Civil Procedure
24 because there is a well-defined community of interest in the litigation, and the proposed Class and
25 Subclasses are easily ascertainable through Defendants' records.

26 a. Numerosity: The members of the Class and Subclasses are so numerous that
27 joinder of all members of the Class and Subclasses would be unfeasible and impractical. The
28 membership of the entire Class and Subclasses is unknown to Plaintiff at this time, however, the

1 Class is estimated to be over a hundred individuals. Accounting for employee turnover during the
2 relevant periods necessarily increases this number substantially. Plaintiff alleges Defendants'
3 employment records would provide information as to the number and location of all Class
4 Members. Joinder of all members of the proposed Class is not practicable.

5 b. The proposed class is easily ascertainable. The number and identity of the
6 class members are determinable from Defendants' payroll records and time records for each class
7 member.

8 c. Commonality: There are common questions of law and fact as to the Class
9 and Subclasses that predominate over questions affecting only individual Class Members. These
10 common questions of law and fact include, without limitation:

11 1) Whether Defendants rounded Class Member hours worked against the
12 interests of Class Members;

13 2) Whether Defendants paid Class Members at least minimum wage for all
14 hours worked;

15 3) Whether Defendants knew or should have known that Class Members were
16 required to perform work off the clock;

17 4) Whether Defendants accurately calculated and paid all Class Members
18 overtime premiums for the hours which Plaintiff and Class Members worked in excess of eight (8)
19 hours per day and/or forty (40) hours per week;

20 5) Whether Defendants had a policy and practice of providing lawful, timely
21 meal periods in accordance with Labor Code § 512, as well as the applicable Industrial Welfare
22 Commission ("IWC") wage order;

23 6) Whether Defendants on-duty meal periods were lawful;

24 7) Whether Defendants had a policy and practice of complying with Labor
25 Code section 226.7 and IWC Wage Order on each instance that a lawful meal period was not
26 provided;

27 8) Whether Defendants failed to authorize and permit a lawful, net 10-minute
28 rest period to the Class Members for every four (4) hours or major fraction thereof worked;

1 9) Whether Defendants had a policy and practice of complying with Labor
2 Code section 226.7 and the IWC Wage Order on each instance that a lawful rest period was not
3 provided;

4 10) Whether Defendants timely paid all wages upon separation in accordance
5 with Labor Code sections 201-202;

6 11) Whether Defendants reimbursed employees for all necessary expenses in
7 accordance with Labor Code section 2802;

8 12) Whether Defendants omitted required information from itemized wage
9 statements;

10 13) Whether Defendants failed to maintain accurate records of Class Members'
11 earned wages, work periods, meal periods and deductions;

12 14) Whether Defendants engaged in unfair competition in violation of section
13 17200 et seq. of the Business and Professions Code;

14 15) Whether Defendants' conduct was willful and/or reckless;

15 16) Whether Defendants failed to provide accurate itemized wage statements in
16 violation of Labor Code § 226; and

17 17) The appropriate amount of damages, restitution, and/or monetary penalties
18 resulting from Defendants' violations of California law.

19 d. Typicality: Plaintiff is qualified to, and will fairly and adequately protect the
20 interests of each member of the Class and Subclasses with whom he has a well-defined community
21 of interest. Plaintiff's claims herein alleged are typical of those claims which could be alleged by
22 any member of the Class and/or Subclasses, and the relief sought is typical of the relief which
23 would be sought by each member of the Class and/or Subclasses in separate actions. All members
24 of the Class and/or Subclasses have been similarly harmed by Defendants' failure to provide lawful
25 meal and rest periods, failure to provide accurate wage statements, failure to timely pay wages at
26 termination, failure to pay minimum wages, failure to reimburse necessary expenses, and failure to
27 accurately pay all wages earned including all owed premium and overtime wages, all due to
28 Defendants' policies and practices that affected each member of the Class and/or Subclasses

1 similarly. Further, Defendants benefited from the same type of unfair and/or wrongful acts as to
2 each member of the Class and/or Subclasses.

3 e. Adequacy: Plaintiff is qualified to, and will fairly and adequately protect the
4 interests of each member of the Class and/or Subclasses with whom he has a well-defined
5 community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that
6 he has an obligation to make known to the Court any relationships, conflicts, or differences with
7 any member of the Class and/or Subclasses, and no such relationships or conflicts are currently
8 known to exist. Plaintiff's attorneys and the proposed counsel for the Class and Subclasses are
9 versed in the rules governing class action discovery, certification, litigation, and settlement and
10 experienced in handling such matters. Other former and current employees of Defendants may also
11 serve as representatives of the Class and Subclasses if needed.

12 f. Superiority: The nature of this action makes the use of class action
13 adjudication superior to other methods. A class action will achieve economies of time, effort,
14 judicial resources, and expense, which would not be achieved with separate lawsuits. The
15 prosecution of separate actions by individual members of the Class and/or Subclasses would create
16 a risk of inconsistent and/or varying adjudications with respect to the individual members of the
17 Class and/or Subclasses, establishing incompatible standards of conduct for the Defendants, and
18 resulting in the impairment of the rights of the members of the Class and/or Subclasses and the
19 disposition of their interests through actions to which they were not parties. Thus, a class action is
20 superior to other available means for the fair and efficient adjudication of this controversy because
21 individual joinder of all Class Members is not practicable, and questions of law and fact common
22 to the Class predominate over any questions affecting only individual Class Members. Each
23 member of the Class has been damaged and is entitled to recovery by reason of Defendants'
24 unlawful policies and practices, including Defendants' failure to provide lawful meal and rest
25 periods, failure to pay minimum wages, failure to provide accurate wage statements, failure to
26 timely pay wages at termination, failure to reimburse necessary expenses, and failure to accurately
27 pay all wages earned including all owed premium and overtime wages, all due to Defendants'
28 policies and practices that affected each member of the Class and/or Subclasses similarly. Class

1 action treatment will allow those similarly situated persons to litigate their claims in the manner
2 that is most efficient and economical for both parties and the judicial system. Plaintiff is unaware
3 of any difficulties that are likely to be encountered in the management of this action that would
4 preclude its maintenance as a class action.

5 g. Public Policy Considerations: Employers in the state of California violate
6 employment and labor laws every day. However, current employees are often afraid to assert their
7 rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions
8 because they believe their former employers may damage their future endeavors through negative
9 references and/or other means. The nature of this action allows for the protection of current and
10 former employees' rights without fear of retaliation or damage. Additionally, the citizens of
11 California have a significant interest in ensuring employers comply with California's labor laws
12 and in ensuring those employers who do not are prevented from taking further advantage of their
13 employees.

14 **CLASS ACTION CLAIMS**

15 **FIRST CAUSE OF ACTION**

16 **VIOLATION OF CAL. LABOR CODE §§ 1194, 1197, AND 1197.1**

17 **Unpaid Minimum Wages**

18 **(By Plaintiff and the Class Against Defendants)**

19 57. Plaintiff incorporates each and every allegation set forth in all of the foregoing
20 paragraphs as if fully set forth herein.

21 58. Labor Code section 204 establishes the fundamental right of all employees in the
22 State of California to be paid wages, including minimum wage, straight time and overtime, in a
23 timely fashion for their work.

24 59. Labor Code section 1194(a) provides that notwithstanding any agreement to work
25 for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
26 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
27 of the full amount of this minimum wage or overtime compensation, including interest thereon,
28 reasonable attorney's fees, and costs of suit.

1 60. Labor Code section 1197 provides: The minimum wage for employees fixed by the
2 commission or by any applicable state or local law, is the minimum wage to be paid to employees,
3 and the payment of a lower wage than the minimum so fixed is unlawful.

4 61. Pursuant to Labor Code section 1198, it is unlawful to employ persons for longer
5 than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC
6 Wage Order(s).

7 62. The applicable wage orders and California Labor Code sections 1197 and 1182.12
8 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by
9 state law.

10 63. Labor Code sections 1194(a) and 1194.2(a) provide that an employee who has not
11 been paid the legal minimum wage as required by Labor Code section 1197 may recover the unpaid
12 balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount
13 equal to the unpaid wages and interest accrued thereon.

14 64. During all relevant periods, the California Labor Code and wage orders required that
15 Defendants fully and timely pay its non-exempt, hourly employees all wages earned and due for all
16 hours worked.

17 65. The IWC Wage Orders define "hours worked" as "the time during which an
18 employee is subject to the control of an employer, and includes all the time the employee is suffered
19 or permitted to work, whether or not required to do so."

20 66. At all times relevant, Plaintiffs and Class Members consistently worked hours for
21 which they were not paid because Defendants frequently required Plaintiffs and the Class Members
22 to work off the clock.

23 67. Plaintiff is informed and believes that Defendants were aware that Plaintiff and the
24 Class Members were working off the clock and that they should have been paid for this time.

25 68. In addition, Defendants failed to pay at least minimum wage for all hours worked
26 because, upon information and belief, Defendants rounded hours worked against Plaintiff and the
27 Class Members' interests.

28

69. Defendant's policy and practice of not paying all minimum wages violates California Labor Code sections 204, 210, 216, 558, 1182.12, 1194, 1197, 1197.1, 1198, and the applicable wage order.

70. Due to Defendants' violations of the California Labor Code and wage orders, Plaintiff and the Minimum Wage Subclass members are entitled to recover from Defendant their unpaid wages, statutory penalties, reasonable attorneys' fees and costs in this action, and pre-judgment and post-judgment interest, as well as liquidated damages.

SECOND CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 510 AND 1198

Unpaid Overtime

(By Plaintiff and the Class Against All Defendants)

71. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

72. During all relevant periods, Defendant required Plaintiff and the Class members to work shifts in excess of eight (8) hours per workday and/or to work in excess of forty (40) hours per workweek.

73. During all relevant periods, both the California Labor Code sections 1194, 1197, 510, 1198, and the pertinent wage order required that all work performed by an employee in excess of eight (8) hours in any workday, on the seventh day of work in any workweek, or in excess of forty (40) hours in any workweek be compensated at one and one-half (1.5) times the employee's regular rate of pay. Any work in excess of twelve (12) hours in one (1) day is required to be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours on any seventh (7th) day of a workweek is required to be compensated at the rate of no less than twice the regular rate of pay of an employee.

74. During all relevant periods, Defendants had a uniform policy of requiring Plaintiffs and the Class members to work in excess of eight (8) hours in a workday and/or in excess of forty (40) hours in a workweek without compensating them at a rate of one and one-half (1.5) times their regular rate of pay. Upon information and belief, Defendants also failed to properly compensate

1 Plaintiffs and the Class Members for hours worked in excess of twelve (12) hours in one (1) day,
2 or eight (8) hours on the seventh (7th) day of a workweek.

3 75. The IWC Wage Orders define “hours worked” as “the time during which an
4 employee is subject to the control of an employer, and includes all the time the employee is suffered
5 or permitted to work, whether or not required to do so.”

6 76. At all times relevant, Plaintiffs and Class Members consistently worked hours for
7 which they were not paid because Plaintiffs and the Class Members were required to work off the
8 clock—some of these hours were over eight (8) hours in one (1) workday or in excess of forty (40)
9 hours in a workweek and should have been paid at the overtime rate.

10 77. Plaintiff is informed and believes that Defendants were aware that Plaintiff and the
11 Class Members were working off the clock and that they should have been paid for this time.

12 78. In addition, upon information and belief, Defendants failed to incorporate all forms
13 of compensation, including without limitation bonuses, differentials, commissions, incentives, and
14 other sums, into the regular rate for overtime purposes.

15 79. As a result, Defendants failed to pay Plaintiff and the Class Members earned
16 overtime wages and such employees suffered damages as a result.

17 80. Defendants knew or should have known Plaintiff and the Class Members were
18 undercompensated as a result of these practices.

19 81. Due to Defendant’s violations of the California Labor Code, Plaintiff and the Class
20 members are entitled to recover from Defendants their unpaid overtime wages, reasonable
21 attorneys’ fees and costs in this action, and pre-judgment and post-judgment interest, statutory
22 penalties, and liquidated damages.

23 **THIRD CAUSE OF ACTION**

24 **VIOLATION OF CAL. LABOR CODE §§ 226.7 AND 512(A)**

25 **Unpaid Meal Period Premiums**

26 **(By Plaintiff and the Class Against All Defendants)**

27 82. Plaintiff incorporates by reference and realleges each and every allegation contained
28 above, as though fully set forth herein.

1 83. Pursuant to Labor Code § 512, no employer shall employ an employee for a work
2 period of more than five (5) hours without providing a meal break of not less than thirty (30)
3 minutes in which the employee is relieved of all of his or her duties, except that when a work period
4 of not more than six (6) hours will complete the day's work the meal period may be waived by
5 mutual consent of the employer and employee.

6 84. Similarly, pursuant to Labor Code § 512, no employer shall employ an employee
7 for a work period of more than ten (10) hours without providing a second meal break of not less
8 than thirty (30) minutes in which the employee is relieved of all of his or her duties. A second meal
9 break may only be waived by mutual consent, and if the employee did not waive his or her first
10 meal period, and the employee's work day will not exceed twelve hours.

11 85. For the four (4) years preceding the filing of this lawsuit, Defendants failed to
12 provide Plaintiff and Class Members timely and uninterrupted first meal periods of not less than
13 thirty (30) minutes within the first five hours of a shift.

14 86. For the four (4) years preceding the filing of this lawsuit, Defendants also failed to
15 provide Plaintiff and Class Members timely and uninterrupted second meal periods of not less than
16 thirty (30) minutes on shifts longer than ten hours.

17 87. Indeed, during the relevant time, as a consequence of Defendants' staffing and
18 scheduling practices, lack of coverage, work demands, and Defendants' policies and practices,
19 Plaintiff and the Class Members were not provided with legally required meal periods.

20 88. On information and belief, Plaintiff and Class Members did not waive their rights
21 to meal periods under the law.

22 89. Plaintiff and the Class Members were not provided with valid lawful on-duty meal
23 periods.

24 90. Plaintiff and the Class Members were not paid one hour of pay at their regular rate
25 for each day that a first or second meal period was not lawfully provided.

26 91. As a proximate result of the aforementioned violations, Plaintiff and the Class
27 Members have been damaged in an amount according to proof at time of trial.

28

92. Pursuant to Labor Code § 226.7, Plaintiff and Class Members are entitled to recover one (1) hour of premium pay for each day in which a meal period violation occurred. They are also entitled to recover reasonable attorneys' fees, cost, interest, and penalties as applicable.

93. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 218.6, 226.7, 512 and the applicable IWC Wage Orders, and Civil Code section 3287.

FOURTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE § 226.7

Unpaid Rest Period Premiums

(By Plaintiff and the Class Against All Defendants)

94. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

95. Pursuant to the IWC wage orders applicable to Plaintiff's and Class Members' employment by Defendants, "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period.... [The] authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours worked or major fraction thereof.... Authorized rest period time shall be counted as hours worked, for which there shall be no deduction from wages."

96. Labor Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period mandated by an applicable order of the IWC.

97. Defendants were required to authorize and permit employees such as Plaintiff and Class Members to take rest periods during shifts in excess of 3.5 hours, based upon the total hours worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction from wages.

98. Despite said requirements of the IWC wage orders applicable to Plaintiff's and Class Member's employment with Defendants, Defendants failed and refused to authorize and permit

1 Plaintiff and Class Members to take lawful, net ten (10) minute rest periods for every four (4) hours
2 worked, or major fraction thereof.

3 99. Defendants did not pay Plaintiff one additional hour of pay at his regular rate of pay
4 for each day that a rest period violation occurred. On information and belief, the other members of
5 the Class endured similar violations as a result of Defendants' rest period policies and practices and
6 Defendant did not pay said Class Members premium pay as required by law.

7 100. By their failure to authorize and permit Plaintiff and the Class Members to take a
8 lawful, net ten (10) minute rest period free from work duties every four (4) hours or major fraction
9 thereof worked, including failure to provide two (2) total rest periods on six to ten hour shifts and
10 three (3) total ten (10) minute rest periods on days on which Plaintiff and the other Class Members
11 work(ed) in excess of ten (10) hours, and by their failure to provide compensation for such
12 unprovided rest periods as alleged herein, Defendants willfully violated the provisions of Labor
13 Code sections 226.7 and the applicable IWC Wage Order(s).

14 101. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek to
15 represent have been deprived of premium wages in amounts to be determined at trial, and are
16 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,
17 under Labor Code sections 218.6, 226.7, the applicable IWC Wage Orders, and Civil Code 3287.

18 **FIFTH CAUSE OF ACTION**

19 **VIOLATION OF CAL. LABOR CODE §§ 201, 202, AND 203**

20 **Untimely Final Wages**

21 **(By Plaintiff and the Class Against All Defendants)**

22 102. Plaintiff incorporates by reference and realleges each and every allegation contained
23 above, as though fully set forth herein.

24 103. Labor Code §§ 201 and 202 require Defendants to pay their employees all wages
25 due within seventy-two (72) hours of separation of employment.

26 104. Section 203 of the Labor Code provides that if an employer willfully fails to timely
27 pay such wages the employer must, as a penalty, continue to pay the subject employee's wages
28

1 until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days
2 of wages.

3 105. Plaintiff and Class Members are entitled to compensation for all forms of wages
4 earned, including but not limited to minimum wages, overtime, and premium meal and rest period
5 compensation, but to date have not received such compensation, therefore entitling them to Labor
6 Code § 203 penalties.

7 106. In addition, irrespective of any derivative violation, Plaintiff alleges that Defendant
8 failed to timely pay Plaintiff and the Waiting Time Subclass their final wages at the time of
9 termination or within the time frames prescribed by Labor Code section 201 and 202.

10 107. More than thirty (30) days have passed since affected Waiting Time Subclass
11 Members have left Defendants' employ, and on information and belief, they have not received
12 payment pursuant to Labor Code § 203.

13 108. Plaintiff and Waiting Time Subclass Members are thus entitled to 30 days' wages
14 as a penalty under Labor Code § 203, together with interest thereon and attorneys' fees and costs.

15 **SIXTH CAUSE OF ACTION**

16 **VIOLATION OF CAL. LABOR CODE § 226(a)**

17 **Failure to Provide Accurate Wage Statements**

18 **(By Plaintiff and the Class Against All Defendants)**

19 109. Plaintiff repeats and incorporates herein by reference each and every allegation set
20 forth above, as though fully set forth herein.

21 110. Labor Code section 226(a) reads in pertinent part: "Every employer shall,
22 semimonthly or at the time of each payment of wages, furnish each of his or her employees, either
23 as a detachable part of the check, draft, or voucher paying the employee's wages, or separately
24 when wages are paid by personal check or cash, an accurate itemized statement in writing
25 showing (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions...
26 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
27 name of the employee and only the last four digits of his or her social security number or an
28 employee identification number other than a social security number, (8) the name and address of

1 the legal entity that is the employer, and (9) all applicable hourly rates in effect during each the
2 pay period and the corresponding number of hours worked at each hourly rate by the
3 employee....”.

4 111. Further, the IWC Wage Orders require in pertinent part: Every employer shall
5 keep accurate information with respect to each employee including the following: (3) Time
6 records showing when the employee begins and ends each work period. Meal periods, split shift
7 intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the
8 payroll period and applicable rates of pay....”

9 112. Labor Code section 1174 of the California also requires Defendants to maintain
10 and preserve, in a centralized location, among other items, records showing the names and
11 addresses of all employees employed and payroll records showing the hours worked daily by, and
12 the wages paid to, its employees. On information and belief and based thereon, Defendants have
13 knowingly and intentionally failed to comply with Labor Code section 1174, including by
14 implementing the policies and procedures and committing the violations alleged in the preceding
15 causes of action and herein. Defendants’ failure to comply with Labor Code section 1174 is
16 unlawful pursuant to Labor Code section 1175.

17 113. Defendants have failed to record many of the items delineated in applicable
18 Industrial Wage Orders and Labor Code section 226, and required under Labor Code section
19 1174, including by virtue of the fact that each wage statement which failed to accurately
20 compensate Plaintiff and Class Members for all hours worked and for missed and non-provided
21 meal and rest periods, or which failed to include compensation for all minimum wages earned or
22 overtime hours worked, was an inaccurate wage statement.

23 114. On information and belief, Defendants failed to implement and preserve a lawful
24 record-keeping method to record all hours worked, meal periods, and non-provided meal and rest
25 periods owed to employees, as required for Non-Exempt Employees under California Labor Code
26 section 226 and applicable California Wage Orders. In order to determine if they had been paid
27 the correct amount and rate for all hours worked, Plaintiff and Class Members have been, would
28 have been, and are compelled to try to discover the required information missing from their wage

1 statements and to perform complex calculations in light of the inaccuracies and incompleteness of
2 the wage statements Defendants provided to them.

3 115. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC
4 Wage Orders, Defendants did not and still do not furnish each of the members of the Wage
5 Statement Class with an accurate itemized statement in writing accurately reflecting all of the
6 required information. Specifically, Defendants have also omitted accurate itemizations of total
7 hours worked, the name and address of the legal entity that is the employer, and gross pay from
8 Plaintiff and the Class Members' wage statements. In addition, Defendants have failed to provide
9 accurate itemized wage statements as a consequence of the above-specified violations for failure
10 to accurately pay all wages owed, accurately record all hours worked, and failure to pay meal and
11 rest period premiums as required by law.

12 116. Moreover, upon information and belief, as a pattern and practice, in violation of
13 Labor Code section 226(a) and the IWC Wage Orders, Defendants did not and do not maintain
14 accurate records pertaining to the total hours worked for Defendants by the members of the Wage
15 Statement Class, including but not limited to, beginning and ending of each work period, meal
16 period and split shift interval, the total daily hours worked, and the total hours worked per pay
17 period and applicable rates of pay.

18 117. Plaintiff and the members of the Wage Statement Class have suffered injury as a
19 result of Defendants' failure to maintain accurate records for the members of the Wage Statement
20 Class in that the members of the Wage Statement Class were not timely provided written accurate
21 itemized statements showing all requisite information, such that the members of the Wage
22 Statement Class were misled by Defendants as to the correct information regarding various items,
23 including but not limited to the identity of the employer, total hours worked by the employee,
24 gross pay, net wages earned and all applicable hourly rates in effect during the pay period and the
25 corresponding number of hours worked at each hourly rate.

26 118. Pursuant to Labor Code section 226, and in light of Defendants' violations
27 addressed above, Plaintiff and the Wage Statement Class Members are each entitled to recover up
28 to a maximum of \$4,000.00, along with an award of costs and reasonable attorneys' fees.

1 **SEVENTH CAUSE OF ACTION**

2 **VIOLATION OF CAL. BUSINESS & PROFESSIONS CODE § 17200, *ET SEQ.***

3 **Unfair Competition**

4 **(By Plaintiff and the Class Against All Defendants)**

5 119. Plaintiff incorporates by reference and realleges each and every allegation contained
6 above, as though fully set forth herein.

7 120. Defendants' conduct, as alleged in this complaint, has been, and continues to be,
8 unfair, unlawful, and harmful to Plaintiff and Class Members, Defendants' competitors, and the
9 general public. Plaintiff also seeks to enforce important rights affecting the public interest within
10 the meaning of the California Code of Civil Procedure § 1021.5.

11 121. Defendants' policies, activities, and actions as alleged herein are violations of
12 California law and constitute unlawful business acts and practices in violation of California
13 Business and Professions Code §§ 17200, *et seq.*

14 122. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be
15 predicated on the violation of any state or federal law.

16 123. The state law violations, including violations of the relevant IWC Wage Order,
17 detailed herein above are the predicate violations for this cause of action. By way of example only,
18 in the instant case Defendants' policy of failing to lawfully provide Plaintiff and the Class with
19 timely meal and rest periods or pay one (1) hour of premium pay when a meal or rest period was
20 not lawfully provided violates Labor Code § 512, and § 226.7, and the IWC Wage Orders.
21 Defendants further violated the law through their policies of failing to fully and accurately
22 compensate Plaintiff and the Class Members for all hours worked, including minimum wages and
23 overtime as well as failing to provide accurate itemized wage statement as specified above.

24 124. Plaintiff and the Class Members have been personally aggrieved by Defendants'
25 unlawful and unfair business acts and practices alleged herein by the loss of money and/or property.

26 125. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiff
27 and the Class Members are entitled to restitution of the wages withheld and retained by Defendants
28 during a period that commences four (4) years prior to the filing of this complaint; an award of

1 attorneys' fees pursuant to California Code of Civil Procedure §1021.5; interest; and an award of
2 costs.

3 **EIGHTH CAUSE OF ACTION**

4 **VIOLATION OF CAL. LABOR CODE §§ 2800 AND 2802**

5 **Failure to Reimburse Necessary Business Expenses**

6 **(By Plaintiff and the Class Against All Defendants)**

7 126. Plaintiff incorporates by reference and realleges each and every allegation contained
8 above, as though fully set forth herein.

9 127. Plaintiff repeats and incorporates herein by reference each and every allegation set
10 forth above, as though fully set forth herein.

11 128. Labor Code § 2802 requires Defendants to indemnify Plaintiff and Class Members
12 for necessary expenditures incurred in direct consequence of the discharge of his or her duties.

13 129. Plaintiff and the members of the Indemnification Class were required to incur
14 expenses in the performance of their assigned job duties. For example, Plaintiff and the
15 Indemnification Class Members were required to incur numerous out of pocket expenses,
16 including without limitation, uniform purchase expenses and cellular phone expenses, in direct
17 consequence of the discharge of their duties.

18 130. Upon information and belief, the Defendants did not reimburse Plaintiff or the
19 Plaintiff's subclass for such expenses.

20 131. As a result of the unlawful acts of Defendants, Plaintiff and the Subclass Members
21 have been deprived of unreimbursed sums in amounts to be determined at trial, and are entitled to
22 the recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,
23 pursuant to Labor Code §2802.

24 **NINTH CAUSE OF ACTION**

25 **PENALTIES UNDER PRIVATE ATTORNEYS' GENERAL ACT, LABOR CODE**

26 **SECTION 2698 ET SEQ.**

27 **(By Plaintiff and Aggrieved Employees Against All Defendants)**

28 132. Plaintiff incorporates by reference and realleges each and every allegation

1 contained above, as though fully set forth herein.

2 133. Plaintiff gave timely written notice by online submission to the LWDA and by
3 certified mail to Defendants of Defendants' violations of numerous provisions of the California
4 Labor Code and the IWC Wage Orders as alleged in this complaint. All fees were paid as
5 required by statute.

6 134. Plaintiff is "aggrieved employee" as defined in Labor Code Section 2699(a), as he
7 was employed by Defendants during the statutory period and suffered one or more of the Labor
8 Code violations set forth herein. He seeks to recover on behalf of himself and all other current
9 and former aggrieved employees of Defendants the civil penalties provided by PAGA, plus
10 reasonable attorneys' fees and costs.

11 135. 65 days have passed, and no response has been received from the LWDA.
12 Accordingly, the LWDA has permitted Plaintiff to proceed in a representative capacity.

13 136. Plaintiff has exhausted all administrative procedures required of them under the
14 Labor Code §§2698, 2699, 2699.3, and as a result, are justified as a matter of right in bringing
15 forward this cause of action.

16 137. Pursuant to Labor Code section 2699(a) Plaintiff seeks to recover civil penalties
17 for which Defendants are liable due to numerous Labor Code violations as set forth in this
18 Complaint.

19 138. Plaintiff seeks to recover the PAGA civil penalties through a representative action
20 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
21 Cal.4th 969. Class certification of the PAGA claims is not required.

22 139. Pursuant to Labor Code section 2698 et seq. and 2699(a), Plaintiff seeks to recover
23 civil penalties for which Defendants are liable due to numerous Labor Code and Wage Order
24 violations as set forth in this Complaint.

25 140. Specifically, Plaintiff, on behalf of himself and the Aggrieved Employees, seeks
26 penalties, under Labor Code §2699, for, without limitation, the claims set forth herein, including:

- 27 a. Defendants' failure to comply with the requirement of Labor Code
28 §1182.12, 1194, 1197, 1198, and Wage Orders to pay at least minimum

- 1 wage for every hour worked;
- 2 b. Defendants' failure to comply with the requirement of Labor Code §510,
- 3 1194, 1197, 1198, and Wage Orders to accurately pay all wages earned
- 4 including overtime wages;
- 5 c. Defendants' failure to comply with the requirement of Labor Code §216
- 6 to pay wages after demand was made;
- 7 d. Defendants' failure to comply with the requirement of Labor Code §§204,
- 8 and 210 to pay, without condition and within the time set by the
- 9 applicable article, all wages, or parts thereof;
- 10 e. Defendants' failure to comply with the requirement of Labor Code §225.5
- 11 to pay wages due;
- 12 f. Defendants' failure to comply with the requirement of Labor Code §§201
- 13 and 202 to pay wages due to former employees;
- 14 g. Defendants' failure to comply with the requirement of Labor Code §203
- 15 to pay waiting time penalties to former employees;
- 16 h. Defendants' failure to comply with the requirement of Labor Code
- 17 §226.7, 512, 1198, and IWC Wage Orders to provide timely,
- 18 uninterrupted 30 minute off-duty meal periods;
- 19 i. Defendants' failure to comply with the requirement of Labor Code
- 20 §226.7, 1198, and IWC Wage Orders to pay one hour of premium pay at
- 21 the regular rate for each lawful meal break that was not provided;
- 22 j. Defendants' failure to comply with the requirement of Labor Code
- 23 §226.7, 512, 1198, and IWC Wage Orders to provide timely,
- 24 uninterrupted net 10 minute rest periods;
- 25 k. Defendants' failure to comply with the requirement of Labor Code
- 26 §226.7, 1198, and IWC Wage Orders to pay one hour of premium pay at
- 27 the regular rate for each lawful rest break that was not provided;
- 28 l. Defendants' failure to maintain accurate required records in violation of

1 Labor Code §226, 1174, and Wage Orders;

2 m. Defendants' failure to comply with the notice requirements of Labor Code
3 section 2810.5;

4 n. Defendants' failure to provide accurate compliant wage statements under
5 Labor Code section 226;

6 o. Defendants' failure to provide one day of rest in seven in violation of
7 Labor Code sections 551-552, and 1198;

8 141. Plaintiff seeks civil penalties for Defendants' violation of Labor Code provisions
9 for which a civil penalty is specifically provided, including but not limited to the following:

10 a. Pursuant to Labor Code §210, for violations of Labor Code §204,
11 Defendants are subject to a civil penalty in the amount of one hundred
12 dollars (\$100) for the initial violation for each failure to pay each
13 employee and two hundred (\$200) per employee for violations in
14 subsequent pay periods plus 25% of the amount unlawfully withheld.

15 b. Pursuant to Labor Code §226.3, for violations of Labor Code §226 (a)
16 Defendants are subject to a civil penalty in the amount of two hundred and
17 fifty dollars (\$250) per aggrieved employee for the initial pay period
18 where a violation occurs and one thousand dollars (\$1,000) per aggrieved
19 employee for violations in subsequent pay period.

20 c. Pursuant to Labor Code §558(a), "[a]ny employer or other person acting
21 on behalf of an employer who violated, or causes to be violated, a section
22 of this chapter or any provisions regulating hours and days of work in any
23 order of the Industrial Welfare Commission," including Labor Code
24 §§510 and 512, shall be subject to a civil penalty, in addition to any other
25 penalty provided by law, of fifty dollars (\$50) for initial violations for
26 each underpaid employee for each pay period for which the employee was
27 underpaid and one hundred dollars (\$100) for each subsequent violation
28 for each underpaid employee for each pay period for which the employee

1 was underpaid.

2 d. Pursuant to Labor Code §1174.5, for violations of Labor Code §1174(d),
3 Defendants are subject to a civil penalty of five hundred dollars (\$500).

4 e. Pursuant to Labor Code §1197.1, an employer who pays or causes to be
5 paid to any employee a wage less than the minimum fixed by an order of
6 the commission, shall be subject to a civil penalty as follows: for any
7 initial violation that is intentionally committed, one hundred dollars
8 (\$100) for each underpaid employee for each pay period for which the
9 employee is underpaid; and for each subsequent violation of the same
10 offense, two hundred fifty dollars (\$250) for each underpaid employee for
11 each pay period for which the employee is underpaid regardless of
12 whether the initial violation was intentionally committed.

13 142. Further, as a result of the acts alleged hereinabove, Plaintiff seeks penalties under
14 Labor Code §§2698 et seq. and 2699 because of Defendants' violation of numerous provisions of
15 the California Labor Code and IWC Wage Orders.

16 143. Under Labor Code §2699, Plaintiff and Aggrieved Employees are entitled to \$100
17 for any initial violation and \$200 for all subsequent violations of the above-mentioned provisions
18 of the California Labor Code.

19 144. Under Labor Code §2699, Plaintiff and Aggrieved Employees should be awarded
20 twenty-five percent (25%) of all penalties due under California law, interest, attorneys' fees and
21 costs.

22 145. Under Labor Code § 2699, the State of California should be awarded seventy-five
23 percent (75%) of the penalties due under California law

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff pray judgment against Defendants, as follows:

26 **Class Certification**

- 27 1. That this action be certified as a class action;
28 2. That Plaintiff be appointed as the representatives of the Class;

1 3. That Plaintiff be appointed as the representatives of the Subclasses; and

2 4. That counsel for Plaintiff be appointed as counsel for the Class and Subclasses.

3 **On the First Cause of Action**

4 **(Unpaid Minimum Wages)**

5 1. For the unpaid balance of the full amount of any minimum wages, and regular wages
6 owed, as well as interest thereon,

7 2. Penalties according to statute,

8 3. Liquidated damages,

9 4. Reasonable attorneys' fees, and costs of suit;

10 5. For interest and

11 6. For such other and further relief as the Court deems proper.

12 **On the Second Cause of Action**

13 **(Unpaid Overtime)**

14 1. For the unpaid balance of the full amount of any overtime wages owed, as well as
15 interest thereon,

16 2. Penalties according to statute,

17 3. Liquidated damages,

18 4. Reasonable attorneys' fees, and costs of suit;

19 5. For interest and

20 6. For such other and further relief as the Court deems proper.

21 **On the Third Cause of Action**

22 **(Unpaid Meal Period Premiums)**

23 1. For one (1) hour of premium pay for each day in which a required meal period was
24 not lawfully provided;

25 2. For reasonable attorneys' fees and costs pursuant to statute; and

26 3. For such other and further relief as the Court deems proper.

1 **On the Fourth Cause of Action**

2 **(Unpaid Rest Period Premiums)**

- 3 1. For one (1) hour of premium pay for each day in which a required rest period was
4 not lawfully authorized and permitted; and
- 5 2. For reasonable attorneys' fees and costs pursuant to statute; and
- 6 3. For such other and further relief as the Court deems proper.

7 **On the Fifth Cause of Action**

8 **(Untimely Final Wages)**

- 9 1. For unpaid wages;
- 10 2. For penalties pursuant to Labor Code § 203;
- 11 3. For interest;
- 12 4. For reasonable attorneys' fees and costs pursuant to statute; and
- 13 5. For such other and further relief as the Court deems proper.

14 **On the Sixth Cause of Action**

15 **(Failure to Provide Accurate Wage Statements)**

- 16 1. For statutory penalties, including penalties pursuant to Labor Code section 226;
- 17 2. For reasonable attorneys' fees and costs; and
- 18 3. For such other and further relief as the Court deems proper;

19 **On the Seventh Cause of Action**

20 **(Unfair Competition)**

- 21 1. That Defendants, jointly and/or severally, pay restitution and/or disgorgement of
22 sums to Plaintiff and Class Members for the Defendants' past failure to pay overtime and regular
23 wages, for Defendants' past failure to reimburse necessary expenses, and for premium wages for
24 meal and rest periods that were not provided to Plaintiff and Class Members over the last four (4)
25 years in an amount according to proof;
- 26 2. For reasonable attorneys' fees that Plaintiff and Class Members are entitled to
27 recover under California Code of Civil Procedure § 1021.5 and Labor Code section 1194;
- 28

1 3. For pre-judgment interest on any unpaid overtime wages due from the day that such
2 amounts were due;

3 4. For costs of suit incurred herein that Plaintiff and Class Members are entitled to
4 recover under the Labor Code; and

5 5. For such other and further relief as the Court deems proper.

6 **On the Eighth Cause of Action**

7 (Failure to Reimburse Necessary Business Expenses)

8 1. For unreimbursed sums;

9 2. For reasonable attorneys' fees and costs pursuant to statute;

10 3. For interest; and

11 4. For such other and further relief as the Court deems proper.

12 **On the Ninth Cause of Action**

13 (Penalties Under the Private Attorney Generals Act, Labor Code section 2698 et seq.)

14 1. For penalties according to proof, pursuant to Labor Code §§2698 et seq. for the
15 violations specified above;

16 2. For penalties under Labor Code sections 210, 226.3, 1174.5, 1197.1, and 2699(a)
17 and (f);

18 3. For interest at the legal rate pursuant to Labor Code §§218.6, 1194, California Civil
19 Code §§3287, 3288, and/or any other applicable provision providing for pre-judgment interest;

20 4. For reasonable attorneys' fees, expenses, and costs under Labor Code §§1194, 226,
21 2699, and/or Code of Civil Procedure §1021.5, and/or any other applicable provisions providing
22 for attorneys' fees and costs; and

23 5. For such other and further relief as the Court deems proper.

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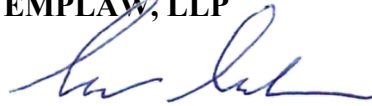
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DEMAND FOR JURY TRIAL

Plaintiff, on behalf of the Class and Subclasses, respectfully demand a jury trial in this matter.

Respectfully submitted,

EMPLAW, LLP



Dated: April 10, 2025

Christina M. Lucio, Esq.
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Nicholas Schieffelin, Esq.

Attorneys for Plaintiff
IAN WATTS, on behalf of himself and all others similarly
situated