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Attorneys for Plaintiff, LANCE HOPKINS

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO**

**CIVIL UNLIMITED DIVISION**

LANCE HOPKINS, an individual and on  
behalf of others similarly situated,

Plaintiff,

vs.

SECURITY ENFORCEMENT ALLIANCE,  
INC., a California corporation; and Does 1  
through 25, inclusive,

Defendants.

CASE NO.

**CLASS ACTION COMPLAINT FOR:**

- 1. FAILURE TO PAY OVERTIME WAGES [CAL. LAB. CODE §§ 510, 1194, 1198]**
- 2. FAILURE TO PROVIDE MEAL PERIODS [CAL. LAB. CODE §§ 226.7, 512]**
- 3. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS [CAL. LAB. CODE § 226]**
- 4. FAILURE TO PAY WAGES WHEN DUE [CAL. LAB. CODE §§ 202, 203]**
- 5. UNFAIR COMPETITION [CAL. BUS. & PROF. CODE § 17200, et seq.]**

**DEMAND FOR JURY TRIAL**

Plaintiff LANCE HOPKINS (*hereinafter* “HOPKINS” or “Plaintiff”) hereby submits this Complaint for damages against Defendants SECURITY ENFORCEMENT ALLIANCE, INC. (*hereinafter* “Defendant”), a California corporation, and DOES 1 through 25, inclusive, (*hereinafter collectively referred to as* “Defendants”).

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## **INTRODUCTION**

1. This Complaint contests systematic illegal employment practices resulting in violations of the California Labor Code, the California Government Code, Business and Professions Code, and applicable Industrial Welfare Commission (“IWC”) Wage orders against employees of Defendants.

2. Defendants, jointly and severally, have acted intentionally and with deliberate indifference and conscious disregard to the rights of all employees in their failure to pay all overtime wages due, failure to provide timely meal periods, failure to provide accurate itemized wage statements, and failure to pay wages when due.

3. Defendants have engaged in a system of willful violations of the California Labor code, Business and Professions Code, and applicable IWC Wage Orders by creating and maintaining policies, practices, and customs that knowingly deny overtime compensation at the correct rate, fail to provide timely meal periods, fail to provide accurate wage statements, and fail to pay wages when due.

4. As to Plaintiff, Defendants have acted intentionally and with deliberate indifference and conscious disregarding to Plaintiff’s rights by failing to pay all overtime wages due, failing to provide timely meal periods, failing to provide accurate itemized wage statements, and failing to pay wages when due.

5. The policies, practices, and customs of Defendants, described herein, have resulted in unjust enrichment of Defendants and an unfair business advantage over business that routinely adhere to the requirements and provisions of the California Labor code, Business and Professions Code, and applicable IWC Wage Orders.

## **JURISDICTION AND VENUE**

6. This Class action is within this Court’s jurisdiction under California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, and 1198, and the California Business Professions Code §17200, *et seq.*

7. Venue is proper in this Court pursuant to Code of Civil Procedure section 395(a). Defendants transact business in Fresno County and the unlawful alleged acts alleged

herein have a direct effect on Plaintiff and the Class in Fresno County. Plaintiff is a resident of Fresno County. Furthermore, Defendant employed or employs Plaintiff and the other members of the Class in Fresno County.

### **THE PARTIES**

8. Plaintiff LANCE HOPKINS (*hereinafter* “Plaintiff”) is, and at all times herein mentioned, an individual residing in the County of Fresno, California.

9. At all times mentioned herein, Defendant SECURITY ENFORCEMENT ALLIANCE (“SEA”) is, and was, a California corporation doing business in Fresno County, California, and are and/or were the employer of Plaintiff and the Class during the applicable statutory periods.

10. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate, or otherwise of DEFENDANT DOES 1 through 25, inclusive, are presently unknown to Plaintiff who therefore sues these DOE DEFENDANTS by such fictitious names pursuant to Cal. Code Civ. Proc. § 474. Plaintiff will seek leave to amend this Complaint to allege the true names and capacities of Does 1 through 25, inclusive, when they are ascertained.

11. Plaintiff is informed and believes, and based upon that information and belief alleges, that the DEFENDANTS named in this Complaint, including DOES 1 through 25, inclusive, are responsible in some manner for one or more of the events and happenings that proximately caused and damages hereinafter alleged.

12. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 12 are persons, corporations, or other entities which reside or are authorized to do and are doing business in the State of California. The true identities of DOES 1 through 12 are currently unknown to Plaintiff; therefore, Plaintiff now sues DOES 1 through 12 by fictitious names. Plaintiff will amend this Complaint to state the proper names of each Doe Defendant when its identity is discovered.

13. Plaintiff is informed and believes, and thereon alleges, that DOES 13 through 25 are persons, corporations, or other entities which reside or are authorized to do and are doing

1 business in the State of California. The true identities of DOES 13 through 25 are currently  
2 unknown to Plaintiff; therefore, Plaintiff now sues DOES 13 through 25 by fictitious names.  
3 Plaintiff will amend this Complaint to state the proper names of each Doe Defendant when its  
4 identity is discovered. Plaintiff is informed and believes, and thereon alleges, that DOES 13  
5 through 25 were the managerial agent, employee, predecessor, subsidiary successor, joint  
6 venture, co-conspirator, alter ego, and/or representative of each and every other Defendant  
7 named herein or identified as DOES 1 through 12, and acted with the permission, authorization,  
8 and/or ratification and consent of each and every other Defendant at all relevant times herein.

9 **CLASS ACTION ALLEGATIONS**

10 14. PLAINTIFFS bring this Class Action on behalf of themselves and a California  
11 Class, defined as all individuals who are or previously were employed by DEFENDANT in  
12 California as non-exempt employees (the "CALIFORNIA CLASS") at any time during the  
13 period beginning on the date four (4) years prior to the filing of this Complaint and ending on  
14 the date as determined by the Court (the "CALIFORNIA CLASS PERIOD").

15 15. PLAINTIFFS brings this Class Action on behalf of themselves and the  
16 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses  
17 incurred during the CALIFORNIA CLASS PERIOD caused by DEFENDANT's policy and  
18 practice which failed to lawfully compensate these employees for all their overtime worked.  
19 DEFENDANT's policy and practice alleged herein is an unlawful, unfair and deceptive  
20 business practice whereby DEFENDANT retained and continues to retain wages due to  
21 PLAINTIFFS and the other members of the CALIFORNIA CLASS. PLAINTIFFS and the  
22 other members of the CALIFORNIA CLASS seek an injunction enjoining such conduct by  
23 DEFENDANT in the future, relief for the named PLAINTIFFS and the other members of the  
24 CALIFORNIA CLASS who have been economically injured by DEFENDANT's past and  
25 current unlawful conduct.

26 **GENERAL ALLEGATIONS**

27 16. At all relevant times, Plaintiff worked as an hourly non-exempt employee  
28 entitled to overtime pay and meal periods.

1           17. Plaintiff worked three (3) to five (5) days per week as a security guard for  
2 private businesses under contract with SEA.

3           18. Plaintiff regularly worked more than twelve (12) hours per day and more than  
4 forty (40) hours per week. However, Plaintiff was never compensated at the applicable  
5 overtime rates.

6           19. Plaintiff used a mobile application to track his work hours. SEA had a  
7 systematic companywide policy of requiring employees to clock out after eight (8) hours of  
8 work, then clock back in for another eight (8) hours of work. A typical schedule for Plaintiff  
9 would consist of clocking in at 8:00AM and clocking out at 3:00PM., only immediately clock  
10 back in at 3:00PM and clock out at 10:00PM.

11           20. As a result of working more than twelve (12) hours, Plaintiff was entitled to two  
12 (2) thirty (30) minute uninterrupted lunch breaks, which they were always provided. However,  
13 due to SEA's policy of treating employee shifts as two (2) separate shifts, Plaintiff did not  
14 receive his second lunch break prior to completing ten (10) hours of work, rather, Plaintiff  
15 received his second lunch break after completing four (4) hours into their "second" shift.

16           21. Plaintiff never received a missed meal premium equal to one (1) additional hour  
17 of wages for the untimely lunch breaks.

18           22. By virtue of failing to pay overtime rates and missed meal premiums, SEA  
19 failed to provide with accurate itemized wage statements.

20           23. Defendant had regularly scheduled pay days on the tenth (10<sup>th</sup>) and twenty-fifth  
21 (25<sup>th</sup>) days of the month. However, Plaintiff was regularly paid late and had to follow up with  
22 his supervisors or with the Human Resources department to ensure he were paid, albeit  
23 sometimes one (1) to two (2) weeks after payday.

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**FIRST CAUSE OF ACTION**

**FAILURE TO PAY OVERTIME WAGES**

**[CAL. LAB. CODE §§ 510, 1194, AND 1198]**

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

24. PLAINTIFFS reallege and incorporate by reference all prior paragraphs and allegations in this Complaint, inclusive, as though fully set forth herein.

25. PLAINTIFFS bring this claim for Defendants' willful and intentional violations of the California Labor Code and IWC requirements for Defendants' failure to accurately calculate and pay overtime wages to Plaintiff and the Class.

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

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

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

29. Defendants failed to properly pay overtime rates set forth in Cal. Lab. Code §510. As set forth herein, Defendants' uniform policy and practice is to unlawfully and intentionally deny timely payment of wages due to PLAINTIFFS.

30. Defendants' uniform pattern of unlawful wage and hour practices applicable to PLAINTIFFS, are the result of a uniform policy and practice that denies accurate compensation to the PLAINTIFFS in regard to overtime pay.

31. In committing these violations of the California Labor Code, Defendants failed to pay the required rate of one and one-half (1.5) times the regular rate per hour for that work performed after eight (8) hours in a single day and/or forty (40) hours in one week, and/or pay the required rate of twice the regular rate for that work performed after twelve (12) hours in a

1 single day. Consequently, Defendants systematically underpaid PLAINTIFFS in an illegal  
2 attempt to avoid the payment of all earned wages, and other benefits in violation of the  
3 California Labor Code, the IWC requirements and other applicable laws and regulations.

4 32. For example, when Plaintiff would clock out after eight (8) hours of work, and  
5 immediately clock back in, Plaintiff would be compensated at their regular rate of pay for all  
6 hours worked in excess of eight (8) and/or twelve (12) for that day, as they were attributed to a  
7 “second” shift.

8 33. As a direct result of Defendants’ unlawful wage practices as alleged herein,  
9 PLAINTIFFS did not receive the correct overtime compensation for work performed for  
10 Defendants.

11 34. Defendants knew or should have known that PLAINTIFFS were under-  
12 compensated for their overtime hours worked. Defendants systematically elected, either  
13 through intentional malfeasance or gross negligence, to not pay PLAINTIFFS properly, for  
14 their labor as a matter of uniform company policy, practice and procedure, and Defendants  
15 perpetrated this systematic scheme by refusing to pay PLAINTIFFS the correct overtime wages  
16 for hours worked.

17 35. In performing the acts and practices herein alleged in violation of California  
18 labor laws, and refusing to properly compensate PLAINTIFFS for all overtime hours worked,  
19 Defendants acted and continue to act intentionally, oppressively, and maliciously toward  
20 PLAINTIFFS with an utter disregard for their legal rights, and with the despicable intent of  
21 depriving PLAINTIFFS of their property and legal rights, and otherwise causing them injury in  
22 order to increase company profits at the expense of PLAINTIFFS.

23 36. PLAINTIFFS therefore request recovery of all overtime wages, according to  
24 proof, interest, statutory costs, attorney’s fees, as well as the assessment of any statutory  
25 penalties against Defendants in the amount as provided by the California Labor Code and/or  
26 other applicable statutes. To the extent overtime compensation is determined to be owed to  
27 PLAINTIFFS prior to their termination, Defendants’ conduct also violates Labor Code §§ 201  
28

1 and/or 202, and therefore PLAINTIFFS are also entitled to waiting time penalties under Cal.  
2 Lab. Code § 203, which are sought herein.

3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PROVIDE MEAL PERIODS**

5 **[CAL. LAB. CODE §§ 226.7, 512]**

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

7 37. PLAINTIFFS reallege and incorporate by reference all prior paragraphs and  
8 allegations in this Complaint, inclusive, as though fully set forth herein.

9 38. PALINTIFFS are and/or were “non-exempt” employees of Defendants who did  
10 not receive proper protections and benefits of the laws governing mandatory meal periods.  
11 Defendants violated the rights of the Meal Period Subclass under the Labor Code and as such  
12 they bring these claims.

13 39. Labor Code § 226.7 requires employers, including Defendants, to provide non-  
14 exempt employees with meal periods as mandated by the Industrial Welfare Commission.  
15 Labor Code § 512(a), in part, provides that employers, including Defendants, may not employ  
16 an employee for a work period of more than five (5) hours per day without providing an  
17 employee the opportunity to take uninterrupted meal period of not less than 30 minutes, except  
18 that if the total work period per day of the employee is no more than six (6) hours, the meal  
19 period may be waived by mutual consent of both employer and employee. Employers may not  
20 employ an employee for a work period more than ten (10) hours a day without providing the  
21 employee with a second meal period of not less than 30 minutes.

22 40. Pursuant to Labor Code § 226.7(b), employers shall pay an employee one  
23 additional hour of pay at the employee’s regular rate of compensation of each meal period that  
24 is missed.

25 41. At all relevant times herein, Plaintiff was not provided with all mandatory meal  
26 periods although Plaintiff consistently worked eight (13) hour labor shifts.

27 42. Furthermore, Defendants’ failure to provide PLAINTIFFS with legally required  
28 meal breaks prior to the tenth hour of work is evidenced by Defendants’ business records. As a

1 result, PLAINTIFFS forfeited meal breaks without additional compensation and in accordance  
2 with Defendants' strict corporate policy and practice.

3 43. Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC wage  
4 order every pay period with respect to PLAINTIFFS because they were not provided with all  
5 mandatory meal periods and Defendants failed to pay PLAINTIFFS one additional hour of  
6 compensation in lieu thereof.

7 44. At all relevant times herein, Defendants failed to pay PLAINTIFFS all mandated  
8 wage premiums in lieu of mandated meal periods, thereby receiving an economic benefit.

9 45. By Defendants' failure to provide PLAINTIFFS with meal periods required by  
10 California law, and failing to pay one (1) hour of additional wages in lieu of each meal period  
11 not provided, Defendants willfully violated Labor Code sections 226.7 and 512, and IWC  
12 Wage Order section 4. Accordingly, Defendants are liable for one hour of additional wages at  
13 the employee's regular rate of compensation for each workday that a meal period was not  
14 lawfully provided in an amount to be proven at trial.

15 **THIRD CAUSE OF ACTION**

16 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

17 **[CAL. LAB. CODE § 226]**

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

19 46. PLAINTIFFS reallege and incorporate by reference all prior paragraphs and  
20 allegations in this Complaint, inclusive, as though fully set forth herein.

21 47. PLAINTIFFS are and/or were employees of Defendants who did not receive  
22 proper protections and benefits of the laws governing the provision of accurate. itemized wage  
23 statements. The Wage Statement Subclass brings these claims as they were deprived the proper  
24 accurate itemized wage statements by Defendants.

25 48. Labor Code § 226(a) requires that employers furnish its employees with written  
26 itemized wage statements, semimonthly or at the time of each payment of wages, that show the  
27 gross wages earned, total hours worked, the number of piece-rate units earned and any  
28 applicable piece rate, all deductions, net wages earned, the inclusive dates of the period for

1 which the employee is paid, the name of the employee and the portion of his or her social  
2 security number as required by law, the legal name and address of the legal entity that is the  
3 employer, and all applicable hourly rates in effect during the pay period and the corresponding  
4 number of hours worked at each hourly rate by the employee.

5 49. Defendants violate Labor Code § 226(a) every pay period with respect to  
6 PLAINTIFFS because Defendants failed to provide a wage statement to PLAINTIFFS that  
7 complied with the requirements of Labor Code § 226(a) by failing to accurately state gross  
8 wages earned, failing to accurately state total hours worked, failing to accurately state all  
9 deductions, failing to accurately state net wages earned, and failing to state all applicable  
10 hourly rates in effect during the pay period and failing to state the accurate number of  
11 corresponding number of hours at each hourly rate by the employee.

12 50. Defendants violate Labor Code § 226 every pay period with respect to  
13 PLAINTIFFS because Defendants failed to provide a wage statement to PLAINTIFFS that  
14 complied with the requirements of Labor Code § 226.2(a)(2).

15 51. Defendants' failure to provide the required writing deprived PLAINTIFFS of the  
16 ability to know, understand, and question the calculation and rate of pay and hours used to  
17 calculate the wages paid by Defendants. Therefore, PLAINTIFFS had no way to dispute the  
18 resulting miscalculation of wages, all of which resulted in an unjustified economic enrichment  
19 to said Defendants. As a direct result, PLAINTIFFS have suffered and continue to suffer,  
20 substantial losses related to the use and enjoyment of such wages, lost interest on such wages  
21 and expenses and attorney's fees in seeking to compel Defendants to fully perform its  
22 obligation under state law, all to their respective damages in amounts according to proof at  
23 trial.

24 52. As a result of Defendants' knowing and intentional failure to comply with Labor  
25 Code § 226(a), PLAINTIFFS have suffered an injury in that each was prevented from knowing,  
26 understanding and disputing the wage payments paid to them. Furthermore, PLAINTIFFS have  
27 each suffered an injury in that the failure to show all wages earned on the itemized wage  
28 statements resulted in PLAINTIFFS being denied all necessary deductions, payments, and

1 withholdings owed by the employer, including, but not limited to, the failure to make all  
2 necessary contributions for unemployment benefits, social security benefits, proper payment of  
3 taxes and withholdings, and other mandated state and federal benefits.

4 53. PLAINTIFFS has also been injured as a result of having to bring this action to  
5 attempt to obtain correct wage information following Defendants' refusal to comply with many  
6 of the mandates of California's Labor Code and related laws and regulations.

7 54. Labor Code § 226(e) requires said Defendants to pay the greater of all actual  
8 damages or fifty dollars (\$50.00) per employee for the initial pay period in which a violation  
9 occurred, and one hundred dollars (\$100.00) per employee for each violation in subsequent pay  
10 periods, plus attorney's fees and costs, to all PLAINTIFFS, who were injured by Defendants'  
11 failure to comply with Labor Code § 226(a). The exact amount of the applicable penalty is all  
12 in an amount to be shown according to proof at trial.

13 **FOURTH CAUSE OF ACTION**

14 **FAILURE TO PAY WAGES WHEN DUE**

15 **[CAL. LAB. CODE §§ 202, 203]**

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

17 55. PLAINTIFFS reallege and incorporate by reference all prior paragraphs and  
18 allegations in this Complaint, inclusive, as though fully set forth herein.

19 56. As a result of Defendants' failure to pay all wages due, the Defendants have  
20 violated Labor Code §203. PLAINTIFFS thus bring this claim as a result of unpaid wages and  
21 waiting time penalties that are due and owing.

22 57. Cal. Lab. Code § 201 provides, in relevant part, that "[i]f an employer discharges  
23 an employee, the wages earned and unpaid at the time of discharge are due and payable  
24 immediately."

25 58. Cal. Lab. Code § 202 provides, in relevant part, that:

26 If an employee not having a written contract for a definite  
27 period quits his or her employment, his or her wages shall  
28 become due and payable not later than 72 hours  
thereafter, unless the employee has given 72 hours  
previous notice of his or her intention to quit, in which  
case the employee is entitled to his or her wages at the

time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting.

59. There was no definite term in PLAINTIFFS' employment contracts. Cal. Lab. Code § 203 provides:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

60. Since PLAINTIFFS' separation Defendants have not tendered an accurate payment to them for all wages earned and to these employees, as required by law.

61. Therefore, as provided by Cal Lab. Code § 203, PLAINTIFFS demand up to thirty days of pay as penalty for not paying all wages due at time of termination and demands an accounting and payment of all wages due, plus interest and statutory costs as allowed by law.

### **FIFTH CAUSE OF ACTION**

#### **UNFAIR COMPETITION**

**[CAL BUS. & PROF. CODE § 17200, et seq.]**

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

62. PLAINTIFFS reallege and incorporate by reference all prior paragraphs and allegations in this Complaint, inclusive, as though fully set forth herein.

63. Defendants are a "person" as that term is defined under Cal. Bus. and Prof. Code § 17021.

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

Any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction. The court may make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition, as defined in this chapter, or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition. Cal. Bus. & Prof. Code § 17203.

65. By the conduct alleged herein, Defendants have engaged and continue to engage in a business practice which violates California law, including but not limited to, the applicable Wage Order(s), the California Code of Regulations and the California Labor Code including Sections 203, 204, 210, 226, 226.7, 510, 512, 1194, 1197, and 1197.1 for which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

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

67. By the conduct alleged herein, Defendants' practices were deceptive and fraudulent in that Defendants' policy and practice failed to pay Plaintiff and the Class overtime wages for all time worked, failed to accurately to record the applicable rate of all overtime worked, and failed to provide the required amount of overtime compensation due to a miscalculation of the overtime rate that cannot be justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in violation of Cal. Bus. Code §§ 17200, et seq., and for which this Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages wrongfully withheld.

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1           68. By the conduct alleged herein, Defendants' practices were also unlawful, unfair  
2 and deceptive in that Defendants' employment practices caused PLAINTIFFS to be underpaid  
3 during their employment with Defendants.

4           69. By the conduct alleged herein, Defendants' practices were also unfair and  
5 deceptive in that Defendants' policies, practices and procedures failed to provide timely  
6 mandatory meal breaks to PLAINTIFFS.

7           70. Therefore, PLAINTIFFS demand on behalf of themselves, one (1) hour of pay  
8 for each workday in which an off-duty meal period was not timely provided for each ten (10)  
9 hours of work.

10           71. By and through the unlawful and unfair business practices described herein,  
11 Defendants have obtained valuable property, money and services from PLAINTIFFS,  
12 including earned wages for all overtime worked, and has deprived them of valuable rights and  
13 benefits guaranteed by law and contract, all to the detriment of these employees and to the  
14 benefit of Defendants so as to allow Defendants to unfairly compete against competitors who  
15 comply with the law.

16           72. All the acts described herein as violations of, among other things, the Industrial  
17 Welfare Commission Wage Orders, the California Code of Regulations, and the California  
18 Labor Code, were unlawful and in violation of public policy, were immoral, unethical,  
19 oppressive, and unscrupulous, were deceptive, and thereby constitute unlawful, unfair and  
20 deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200, et seq.

21           73. PLAINTIFFS are entitled to, and do, seek such relief as may be necessary to  
22 restore to them the money and property which Defendants have acquired, or of which  
23 PLAINTIFFS have been deprived, by means of the above described unlawful and unfair  
24 business practices, including earned but unpaid wages for all overtime worked.

25           74. PLAINTIFFS are further entitled to, and do, seek a declaration that the  
26 described business practices are unlawful, unfair and deceptive, and that injunctive relief  
27 should be issued restraining Defendants' from engaging in any unlawful and unfair business  
28 practices in the future.

75. PLAINTIFFS have no plain, speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of Defendants. Further, the practices herein alleged presently continue to occur unabated. As a result of the unlawful and unfair business practices described herein, PLAINTIFFS have suffered and will continue to suffer irreparable legal and economic harm unless Defendants are restrained from continuing to engage in these unlawful and unfair business practices.

**PRAYER FOR RELIEF**

WHEREFORE, PLAINTIFFS pray for judgment and relief against Defendants, and each of them, as follows:

1. For an Order appointing Plaintiff as the Representative of the Classes and Subclasses;

2. For an Order appointing Counsel for Plaintiff as Class Counsel;

3. For all applicable statutory penalties recoverable under each of the causes of action to the extent permitted by law, including those pursuant to Labor Code and Orders of the Industrial Welfare Commission, including but not limited to penalties pursuant to statutes set forth in California Labor Code §§ 201 – 204, 221, 222, 223, 226, 226.3, 226.4, 226.7, 450, 511, 512, 558, 1193.6, 1194.42, 1194.5, 1197.1, and other sections inadvertently omitted;

4. All funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of the mandate established by the UCL;

5. That Defendants be ordered and enjoined to make restitution to each Class due to their unfair competition, pursuant to California Business and Professions Code §§ 17203 and 17204;

6. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226;

7. An award of exemplary and/or punitive damages against Defendants;

8. For liquidated damages;

9. For prejudgment and post judgment interest;
10. For costs and attorneys' fees; and
11. For such other relief as the Court deems just and proper.

Dated: February 6, 2025

**WEBB LAW GROUP, APC**

By   
LENDEN F. WEBB  
Attorney for Plaintiff LANCE HOPKINS