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Attorney for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

BERNARDO BARAJAS AND ALEXIS
MALDONADO, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiff,

v.

BRIGHTVIEW GOLF MAINTENANCE,
INC., a California Corporation; and DOES 1-
50, Inclusive,

Defendants.

Case No: **25STCV13948**
CLASS ACTION COMPLAINT FOR:

- 1) UNFAIR COMPETITION IN
VIOLATION OF CAL. BUS. & PROF.
CODE §17200 *et seq*;
- 2) FAILURE TO PAY MINIMUM WAGES
IN VIOLATION OF CAL. LAB. CODE
§§ 1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES
IN VIOLATION OF CAL. LAB. CODE
§§ 510 *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED
MEAL PERIODS IN VIOLATION OF
CAL. LAB. CODE §§ 226.7 & 512 AND
THE APPLICABLE IWC WAGE
ORDER;
- 5) FAILURE TO PROVIDE REQUIRED
REST PERIODS IN VIOLATION OF
CAL. LAB. CODE §§ 226.7 & 512 AND
THE APPLICABLE IWC WAGE
ORDER;
- 6) FAILURE TO PROVIDE ACCURATE
ITEMIZED STATEMENTS IN
VIOLATION OF CAL. LAB. CODE §
226;
- 7) FAILURE TO PROVIDE WAGES WHEN
DUE IN VIOLATION OF CAL. LAB.
CODE §§ 201, 202 AND 203;
- 8) FAILURE TO REIMBURSE
EMPLOYEES FOR REQUIRED
EXPENSES IN VIOLATION OF
CALIFORNIA LABOR CODE §2802;

DEMAND FOR A JURY TRIAL

Plaintiffs BERNARDO BARAJAS AND ALEXIS MALDONADO (“PLAINTIFFS”), individuals, on behalf of themselves and all other similarly situated current and former employees, alleges on information and belief, except for their own acts and knowledge which are based on personal knowledge, the following:

THE PARTIES

1. Defendant BRIGHTVIEW GOLF MAINTENANCE, INC. (“DEFENDANT”) is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business in the state of California, county of Los Angeles, owns, operates, and/or manages a residential construction business.

2. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of Defendants DOES 1 through 50, inclusive, are presently unknown to PLAINTIFFS who therefore sues these Defendants by such fictitious names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFFS will seek leave to amend this Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they are ascertained. PLAINTIFFS are informed and believe, and based upon that information and belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50, inclusive, (hereinafter collectively “DEFENDANTS” and/or “DEFENDANT”) are responsible in some manner for one or more of the events and happenings that proximately caused the injuries and damages hereinafter alleged.

3. The agents, servants, and/or employees of the DEFENDANTS and each of them acting on behalf of the DEFENDANTS acted within the course and scope of his, her or its

1 authority as the agent, servant and/or employee of the DEFENDANTS, and personally
2 participated in the conduct alleged herein on behalf of the DEFENDANTS with respect to the
3 conduct alleged herein. Consequently, the acts of each DEFENDANT are legally attributable to
4 the other DEFENDANTS and all DEFENDANTS are jointly and severally liable to PLAINTIFFS
5 and the other members of the CALIFORNIA CLASS, for the loss sustained as a proximate result
6 of the conduct of the Defendants' agents, servants and/or employees.

7 4. DEFENDANTS were PLAINTIFFS' employers or persons acting on behalf of
8 PLAINTIFFS' employer, within the meaning of California Labor Code § 558, who violated or
9 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
10 regulating hours and days of work in any order of the Industrial Welfare Commission and, as
11 such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558,
12 at all relevant times.

13 5. DEFENDANTS were PLAINTIFFS' employers or persons acting on behalf of
14 PLAINTIFFS' employer either individually or as an officer, agent, or employee of another person,
15 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any
16 employee a wage less than the minimum fixed by California state law, and as such, are subject to
17 civil penalties for each underpaid employee

18 6. PLAINTIFFS were employed by DEFENDANTS in California from September
19 2024 to December 2024 and were at all times classified by DEFENDANTS as non-exempt
20 employees, paid on an hourly basis, and entitled to the legally required meal and rest periods and
21 payment of minimum and overtime wages due for all time worked.

22 7. PLAINTIFFS bring this Class Action on behalf of themselves and a California
23 class, defined as all persons who are or previously were employed by DEFENDANT in California
24 and classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the
25 period beginning four (4) years prior to the filing of this Complaint and ending on the date as
26 determined by the Court (the "CLASS PERIOD"). The amount in controversy for the aggregate
27 claim of the CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).
28

8. PLAINTIFFS bring this Class Action on behalf of themselves and a CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during the CLASS PERIOD caused by DEFENDANTS' uniform policy and practice which failed to lawfully compensate these employees. DEFENDANTS' uniform policy and practice alleged herein was an unlawful, unfair and deceptive business practice whereby DEFENDANTS retained and continues to retain wages due PLAINTIFFS and the other members of the CALIFORNIA CLASS. PLAINTIFFS and the other members of the CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFFS and the other members of the CALIFORNIA CLASS who have been economically injured by DEFENDANTS' past and current unlawful conduct, and all other appropriate legal and equitable relief.

9. DEFENDANTS' uniform policies and practices alleged herein were unlawful, unfair and deceptive business practices whereby DEFENDANTS retained and continues to retain wages due PLAINTIFFS and the other members of the CALIFORNIA CLASS.

10. PLAINTIFFS and the other members of the CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFFS and the other members of the CALIFORNIA CLASS who have been economically injured by DEFENDANTS' past and current unlawful conduct, and all other appropriate legal and equitable relief.

JURISDICTION AND VENUE

11. This has jurisdiction over this Action pursuant to California Code of Civil Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This action is brought as a Class Action on behalf of PLAINTIFFS and similarly situated employees of DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

12. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395 and 395.5, because PLAINTIFFS worked in this County for DEFENDANTS and DEFENDANTS (i) currently maintains and at all relevant times maintained offices and facilities

1 in this County and/or conducts substantial business in this County, and (ii) committed the
2 wrongful conduct herein alleged in this County against members of the CALIFORNIA CLASS.

3 **THE CONDUCT**

4 13. In violation of the applicable sections of the California Labor Code and the
5 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a
6 matter of company policy, practice and procedure, intentionally, knowingly and systematically
7 failed to provide legally compliant meal and rest periods, failed to accurately compensate
8 PLAINTIFFS and the other members of the CALIFORNIA CLASS for missed meal and rest
9 periods, failed to pay PLAINTIFFS and the other members of the CALIFORNIA CLASS for all
10 time worked, failed compensate PLAINTIFFS for off-the-clock work, failed to pay PLAINTIFFS
11 and the other members of the CALIFORNIA CLASS overtime at the correct regular rate of pay,
12 failed to compensate PLAINTIFFS and other members of the CALIFORNIA CLASS for meal
13 and rest premiums at the regular rate, failed to reimburse PLAINTIFFS and other CALIFORNIA
14 CLASS Members for business expenses, and failed to issue to PLAINTIFFS and the members of
15 the CALIFORNIA CLASS with accurate itemized wage statements showing, among other things,
16 all applicable hourly rates in effect during the pay periods and the corresponding amount of time
17 worked at each hourly rate. DEFENDANTS' uniform policies and practices are intended to
18 purposefully avoid the accurate and full payment for all time worked as required by California
19 law which allows DEFENDANTS to illegally profit and gain an unfair advantage over
20 competitors who comply with the law. To the extent equitable tolling operates to toll claims by
21 the CALIFORNIA CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted
22 accordingly.

23 **A. Meal Period Violations**

24 14. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS
25 were required to pay PLAINTIFFS and CALIFORNIA CLASS Members for all their time
26 worked, meaning the time during which an employee is subject to the control of an employer,
27 including all the time the employee is suffered or permitted to work. From time-to-time during
28 the CLASS PERIOD, DEFENDANTS required PLAINTIFFS and CALIFORNIA CLASS

Members to work without paying them for all the time they were under DEFENDANTS' control. Specifically, as a result of PLAINTIFFS' demanding work requirements, performing landscaping and maintenance work, and DEFENDANTS' understaffing, DEFENDANTS required PLAINTIFFS to work while clocked out during what was supposed to be PLAINTIFFS' off-duty meal break. As a result, the PLAINTIFFS and other CALIFORNIA CLASS Members forfeited minimum wage and overtime wages by regularly working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFFS and other CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANTS' business records.

15. From time-to-time during the CLASS PERIOD, as a result of their rigorous work requirements, performing landscape and maintenance work, and DEFENDANTS' inadequate staffing practices, PLAINTIFFS and other CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute off-duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFFS and other CALIFORNIA CLASS Members were required from time to time to perform work as ordered by DEFENDANTS for more than five (5) hours during some shifts without receiving a meal break. Further, DEFENDANTS from time to time failed to provide PLAINTIFFS and CALIFORNIA CLASS Members with a second off-duty meal period for some workdays in which these employees were required by DEFENDANTS to work ten (10) hours of work from time to time. The nature of the work performed by PLAINTIFFS and other CALIFORNIA CLASS Members does not qualify for limited and narrowly construed "on-duty" meal period exception. When they were provided with meal periods, PLAINTIFFS and other CALIFORNIA CLASS Members were, from time to time, required to remain on duty and on call. PLAINTIFFS and other CALIFORNIA CLASS Members therefore forfeited meal breaks without additional compensation and in accordance with DEFENDANTS' strict corporate policy and practice.

B. Rest Period Violations

16. During the CLASS PERIOD, PLAINTIFFS and other CALIFORNIA CLASS members were required to work in excess of four (4) hours without being provided ten (10) minute

1 rest periods as a result of their rigorous work requirements, performing landscaping and
2 maintenance work, and DEFENDANTS' inadequate staffing. Further, for the same reasons these
3 employees were denied their first rest periods of at least ten (10) minutes for all shifts worked of
4 at least two (2) to four (4) hours from time to time, a first and second rest period of at least ten
5 (10) minutes for all shifts worked of between six (6) and eight (8) hours from time to time, and a
6 first, second and third rest period of at least ten (10) minutes for all shifts worked of ten (10) hours
7 or more from time to time. When they were provided with rest breaks, PLAINTIFFS and other
8 CALIFORNIA CLASS Members were, from time to time, required to remain on duty and/or on
9 call. PLAINTIFFS and other CALIFORNIA CLASS Members were also not provided with one-
10 hour wages *in lieu* thereof. As a result of their rigorous work schedules and DEFENDANTS'
11 inadequate staffing, PLAINTIFFS and other CALIFORNIA CLASS Members were routinely
12 denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

13 **C. Regular Rate Violation – Overtime, and Meal and Rest Period Premiums**

14 17. From time-to-time during the CLASS PERIOD, DEFENDANTS failed and
15 continue to fail to accurately calculate and pay PLAINTIFFS and the other CALIFORNIA
16 CLASS Members for their overtime hours worked, and meal and rest period premiums. As a
17 result, PLAINTIFFS and the other CALIFORNIA CLASS Members forfeited wages due them
18 for working overtime without compensation at the correct overtime, and meal and rest period
19 premiums. DEFENDANTS' uniform policy and practice to not pay the PLAINTIFFS and the
20 CALIFORNIA CLASS the correct overtime rate for all overtime worked, and meal and rest period
21 premiums in accordance with applicable law is evidenced by DEFENDANTS' business records.

22 18. State law provides that employees must be paid overtime at one-and-one half times
23 their "regular rate of pay." PLAINTIFFS and other CALIFORNIA CLASS Members were
24 compensated at an hourly rate.

25 19. However, from-time-to-time, when calculating the regular rate of pay, in those pay
26 periods where PLAINTIFFS and the CALIFORNIA CLASS Members worked overtime,
27 DEFENDANTS failed to calculate all hours worked rather than just all non-overtime hours
28 worked.

1 20. In violation of the applicable sections of the California Labor Code and the
2 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a
3 matter of company policy, practice, and procedure, intentionally, and knowingly failed to
4 compensate PLAINTIFFS and the CALIFORNIA CLASS at the correct rate of pay for all
5 overtime compensation. This uniform policy and practice of DEFENDANTS is intended to
6 purposefully avoid the payment of the correct overtime pay compensation as required by
7 California law which allowed DEFENDANTS to illegally profit and gain an unfair advantage
8 over competitors who complied with the law. To the extent equitable tolling operates to toll
9 claims by the CALIFORNIA CLASS against DEFENDANTS, the CLASS PERIOD should be
10 adjusted accordingly.

11 **D. Unreimbursed Business Expenses**

12 21. DEFENDANTS as a matter of corporate policy, practice, and procedure,
13 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFFS
14 and the CALIFORNIA CLASS for required business expenses incurred by the PLAINTIFFS and
15 other CALIFORNIA CLASS Members in direct consequence of discharging their duties on behalf
16 of DEFENDANTS. Under California Labor Code Section 2802, employers are required to
17 indemnify employees for all expenses incurred in the course and scope of their employment. Cal.
18 Lab. Code § 2802 expressly states that "an employer shall indemnify his or her employee for all
19 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
20 of his or her duties, or of his or her obedience to the directions of the employer, even though
21 unlawful, unless the employee, at the time of obeying the directions, believed them to be
22 unlawful."

23 22. In the course of their employment, DEFENDANTS required PLAINTIFFS and
24 other CALIFORNIA CLASS Members to use their personal cell phone as a result of and in
25 furtherance of their job duties as employees for DEFENDANT. But for the use of their own
26 personal cell phones, PLAINTIFFS and the CALIFORNIA CLASS Members could not complete
27 their essential job duties. For example, PLAINTIFFS and other CALIFORNIA CLASS Members
28 were required to use their personal cell phones to coordinate assignment details with their

1 superiors throughout the day. However, DEFENDANTS unlawfully failed to reimburse
2 PLAINTIFFS and other CALIFORNIA CLASS Members for their use of their personal cell
3 phones. In addition, DEFENDANTS required PLAINTIFFS and other CALIFORNIA CLASS
4 Members to purchase protective gear and other equipment in furtherance of their job duties, such
5 as flashlights, face masks, hard hats, and eyewear. But for the use of these items, PLAINTIFFS
6 and the CALIFORNIA CLASS Members could not complete their essential job duties. For
7 example, because PLAINTIFFS and other CALIFORNIA CLASS Members began work while it
8 was dark outside, PLAINTIFFS and other CALIFORNIA CLASS Members needed flashlights to
9 perform their landscaping duties. As a result, in the course of their employment with
10 DEFENDANTS, the PLAINTIFFS and other CALIFORNIA CLASS Members incurred
11 unreimbursed business expenses, but were not limited to, costs related to the use of their personal
12 cellular phones and other items necessary to their employment, all on behalf of and for the benefit
13 of DEFENDANTS.

14 **E. Wage Statement Violations**

15 23. California Labor Code Section 226 requires an employer to furnish its employees
16 an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked,
17 (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net
18 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name
19 of the employee and only the last four digits of the employee's social security number or an
20 employee identification number other than a social security number, (8) the name and address of
21 the legal entity that is the employer and, (9) all applicable hourly rates in effect during the pay
22 period and the corresponding number of hours worked at each hourly rate by the employee.

23 24. From time to time during the CLASS PERIOD, when PLAINTIFFS and other
24 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurate missed
25 meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS also failed
26 to provide PLAINTIFFS and other CALIFORNIA CLASS Members with complete and accurate
27 wage statements which failed to show, among other things, the total hours worked and all
28 applicable hourly rates in effect during the pay period and the corresponding amount of time

1 worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest
2 periods.

3 25. In addition to the violations described above, DEFENDANTS, from time to time,
4 failed to provide PLAINTIFFS and the CALIFORNIA CLASS Members with wage statements
5 that comply with Cal. Lab. Code § 226. Specifically, DEFENDANTS failed to include the correct
6 total number of hours worked on the wage statements.

7 26. As a result, DEFENDANTS issued PLAINTIFFS and the other members of the
8 CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,
9 DEFENDANTS' violations are knowing and intentional, were not isolated or due to an
10 unintentional payroll error due to clerical or inadvertent mistake.

11 **F. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

12 27. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and
13 continue to fail to accurately pay PLAINTIFFS and the other members of the CALIFORNIA
14 CLASS for all hours worked. Specifically, DEFENDANT from time-to-time required
15 PLAINTIFFS and the other members of the CALIFORNIA CLASS to perform off-the-clock pre-
16 shift and post-shift work. For instance, DEFENDANT required PLAINTIFFS and the other
17 members of the CALIFORNIA CLASS, from time to time, to clock out at the end of a scheduled
18 shift but continue to work to by moving golf carts to designated areas, time for which
19 DEFENDANT did not provide compensation while off the clock. Notwithstanding, from time-to-
20 time DEFENDANTS failed to pay PLAINTIFFS and other members of the CALIFORNIA
21 CLASS necessary wages for attending and performing work at DEFENDANTS' direction,
22 request and benefit, while off-the clock.

23 28. During the CLASS PERIOD, from time-to-time DEFENDANTS required
24 PLAINTIFFS and other members of the CALIFORNIA CLASS to perform pre-shift work,
25 including but not limited to, driving between jobsites during a scheduled shift. This resulted in
26 PLAINTIFFS and other members of the CALIFORNIA CLASS having to work while off-the-
27 clock.
28

1 29. DEFENDANTS directed and directly benefited from the uncompensated off-the-
2 clock work performed by PLAINTIFFS and the other members of the CALIFORNIA CLASS.

3 30. DEFENDANTS controlled the work schedules, duties, protocols, applications,
4 assignments, and employment conditions of PLAINTIFFS and the other members of the
5 CALIFORNIA CLASS.

6 31. DEFENDANTS were able to track the amount of time PLAINTIFFS and the other
7 members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to
8 document, track, or pay PLAINTIFFS and the other members of the CALIFORNIA CLASS all
9 wages earned and owed for all the work they performed, including pre-shift, post shift and during
10 meal period off-the-clock work.

11 32. PLAINTIFFS and the other members of the CALIFORNIA CLASS were non-
12 exempt employees, subject to the requirements of the California Labor Code.

13 33. DEFENDANTS' policies and practices deprived PLAINTIFFS and the other
14 members of the CALIFORNIA CLASS of all minimum, regular, overtime, and double time wages
15 owed for the off-the-clock work activities. Because PLAINTIFFS and the other members of the
16 CALIFORNIA CLASS typically worked over 40 hours in a workweek, and more than eight (8)
17 hours per day, DEFENDANTS' policies and practices also deprived them of overtime pay.

18 34. DEFENDANTS knew or should have known that PLAINTIFFS and the other
19 members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.

20 35. As a result, PLAINTIFFS and the other members of the CALIFORNIA CLASS
21 forfeited wages due to them for all hours worked at DEFENDANTS' direction and control.

22 36. DEFENDANTS' uniform policy and practice to not pay PLAINTIFFS and the
23 members of the CALIFORNIA CLASS wages for all hours worked in accordance with applicable
24 law is evidenced by DEFENDANTS' business records.

25 37. Specifically, as to PLAINTIFFS, PLAINTIFFS were from time to time unable to
26 take off duty meal and rest breaks and was not fully relieved of duty for his rest and meal periods.
27 PLAINTIFFS were required to perform work as ordered by DEFENDANTS for more than five
28 (5) hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed

1 to provide PLAINTIFFS with a second off-duty meal period each workday in which he was
2 required by DEFENDANT to work ten (10) hours of work. When DEFENDANTS provided
3 PLAINTIFFS with a rest break, they required PLAINTIFFS to remain on the premises, on-duty
4 and on-call, for the rest break. DEFENDANTS' policy caused PLAINTIFFS to remain on-call
5 and on-duty during what was supposed to be their off-duty meal periods. PLAINTIFFS therefore
6 forfeited meal and rest breaks without additional compensation and in accordance with
7 DEFENDANTS' strict corporate policy and practice. Moreover, DEFENDANTS also provided
8 PLAINTIFFS with a paystub that failed to comply with Cal. Lab. Code § 226. Further,
9 DEFENDANTS also failed to reimburse PLAINTIFFS for required business expenses related to
10 the use of their personal cell phones and the purchase of other items on behalf of and in furtherance
11 of their employment with DEFENDANTS. To date, DEFENDANTS have not fully paid
12 PLAINTIFFS the minimum, overtime and double time compensation still owed to them or any
13 penalty wages owed to them under Cal. Lab. Code § 203. The amount in controversy for
14 PLAINTIFFS individually does not exceed the sum or value of \$75,000.

15 **G. CLASS ACTION ALLEGATIONS**

16 38. PLAINTIFFS brings the First through Eighth Causes of Action as a class action
17 pursuant to California Code of Civil Procedure § 382 on behalf of all of DEFENDANTS' current
18 and former non-exempt California employees ("CALIFORNIA CLASS") during the period
19 beginning four years prior to the filing of the Complaint and ending on a date determined by the
20 Court ("CLASS PERIOD").

21 39. PLAINTIFFS and the other CALIFORNIA CLASS Members have uniformly been
22 deprived of wages and penalties from unpaid wages earned and due, including but not limited to
23 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
24 illegal meal and rest period policies, failed to reimburse for business expenses, failed compensate
25 for off-the-clock work, failure to provide accurate itemized wage statements, failure to maintain
26 required records, and interest, statutory and civil penalties, attorney's fees, costs, and expenses.

27 40. The members of the class are so numerous that joinder of all class members is
28 impractical.

1 41. Common questions of law and fact regarding DEFENDANTS' conduct, including
2 but not limited to, the off-the-clock work, unpaid meal and rest period premiums, failure to
3 accurately calculate the regular rate of pay for overtime compensation, failure to accurately
4 calculate the regular rate of compensation for missed meal and rest period premiums, failing to
5 provide legally compliant meal and rest periods, failed to reimburse for business expenses, failure
6 to provide accurate itemized wage statements accurate, and failure to ensure they are paid at least
7 minimum wage and overtime, exist as to all members of the class and predominate over any
8 questions affecting solely any individual members of the class. Among the questions of law and
9 fact common to the class are:

- 10 a. Whether DEFENDANTS maintained legally compliant meal period policies and
11 practices;
- 12 b. Whether DEFENDANTS maintained legally compliant rest period policies and
13 practices;
- 14 c. Whether DEFENDANTS failed to pay PLAINTIFFS and the CALIFORNIA
15 CLASS Members accurate premium payments for missed meal and rest periods;
- 16 d. Whether DEFENDANTS failed to pay PLAINTIFFS and the CALIFORNIA
17 CLASS Members accurate overtime wages;
- 18 e. Whether DEFENDANTS failed to pay PLAINTIFFS and the CALIFORNIA
19 CLASS Members at least minimum wage for all hours worked;
- 20 f. Whether Defendants failed to compensate PLAINTIFFS and the CALIFORNIA
21 CLASS Members for required business expenses;
- 22 g. Whether DEFENDANTS issued legally compliant wage statements;
- 23 h. Whether DEFENDANTS committed an act of unfair competition by
24 systematically failing to record and pay PLAINTIFFS and the other members of
25 the CALIFORNIA CLASS for all time worked;
- 26 i. Whether DEFENDANTS committed an act of unfair competition by
27 systematically failing to record all meal and rest breaks missed by PLAINTIFFS
28 and other CALIFORNIA CLASS Members, even though DEFENDANTS enjoyed

1 the benefit of this work, required employees to perform this work and permits or
2 suffers to permit this work;

- 3 j. Whether DEFENDANTS committed an act of unfair competition in violation of
4 the UCL, by failing to provide the PLAINTIFFS and the other members of the
5 CALIFORNIA CLASS with the legally required meal and rest periods.

6 42. PLAINTIFFS is a member of the CALIFORNIA CLASS and suffered damages as
7 a result of DEFENDANTS' conduct and actions alleged herein.

8 43. PLAINTIFFS' claims are typical of the claims of the class, and PLAINTIFFS have
9 the same interests as the other members of the class.

10 44. PLAINTIFFS will fairly and adequately represent and protect the interests of the
11 CALIFORNIA CLASS Members.

12 45. PLAINTIFFS retained able class counsel with extensive experience in class action
13 litigation.

14 46. Further, PLAINTIFFS' interests are coincident with, and not antagonistic to, the
15 interests of the other CALIFORNIA CLASS Members.

16 47. There is a strong community of interest among PLAINTIFFS and the members of
17 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANTS are
18 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
19 sustained.

20 48. The questions of law and fact common to the CALIFORNIA CLASS Members
21 predominate over any questions affecting only individual members, including legal and factual
22 issues relating to liability and damages.

23 49. A class action is superior to other available methods for the fair and efficient
24 adjudication of this controversy because joinder of all class members is impractical. Moreover,
25 since the damages suffered by individual members of the class may be relatively small, the
26 expense and burden of individual litigation makes it practically impossible for the members of the
27 class individually to redress the wrongs done to them. Without class certification and
28 determination of declaratory, injunctive, statutory and other legal questions within the class

1 format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will
2 create the risk of:

- 3 a. Inconsistent or varying adjudications with respect to individual members of the
4 CALIFORNIA CLASS which would establish incompatible standards of conduct
5 for the parties opposing the CALIFORNIA CLASS; and/or,
- 6 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
7 which would as a practical matter be dispositive of the interests of the other
8 members not party to the adjudication or substantially impair or impeded their
9 ability to protect their interests.

10 50. Class treatment provides manageable judicial treatment calculated to bring an
11 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of
12 the conduct of DEFENDANTS.

13 **FIRST CAUSE OF ACTION**

14 **Unlawful Business Practices**

15 **(Cal. Bus. And Prof. Code §§ 17200, *et seq.*)**

16 **(Alleged By PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

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

20 52. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof.
21 Code § 17021.

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

26 Any person who engages, has engaged, or proposes to engage in unfair
27 competition may be enjoined in any court of competent jurisdiction. The court may
28 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

1 restore to any person in interest any money or property, real or personal, which may
2 have been acquired by means of such unfair competition. (Cal. Bus. & Prof. Code
§ 17203).

3 54. By the conduct alleged herein, DEFENDANT has engaged and continues to
4 engage in a business practice which violates California law, including but not limited to, the
5 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
6 including Sections 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198,
7 2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal.
8 Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to
9 constitute unfair competition, including restitution of wages wrongfully withheld.

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

15 56. By the conduct alleged herein, DEFENDANT's practices were deceptive and
16 fraudulent in that DEFENDANT's uniform policy and practice failed to provide the legally
17 mandated meal and rest periods and the required amount of compensation for missed meal and
18 rest periods and, due to a systematic business practice that cannot be justified, pursuant to the
19 applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in violation of Cal.
20 Bus. Code §§ 17200, *et seq.*, and for which this Court should issue injunctive and equitable relief,
21 pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages wrongfully withheld.

22 57. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
23 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFFS and the
24 other members of the CALIFORNIA CLASS to be underpaid during their employment with
25 DEFENDANT.

26 58. By the conduct alleged herein, DEFENDANT's practices were also unfair and
27 deceptive in that DEFENDANT's uniform policies, practices and procedures failed to provide
28

1 legally required meal and/or rest breaks to PLAINTIFFS and the CALIFORNIA CLASS
2 members as required by Cal. Lab. Code §§ 226.7 and 512.

3 59. Therefore, PLAINTIFFS demands on behalf of themselves and on behalf of each
4 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
5 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for
6 each workday in which a second off-duty meal period was not timely provided for each ten (10)
7 hours of work.

8 60. PLAINTIFFS further demand on behalf of themselves and on behalf of each
9 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was
10 not timely provided as required by law.

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

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

22 63. PLAINTIFFS and the other members of the CALIFORNIA CLASS are entitled
23 to, and do, seek such relief as may be necessary to restore to them the money and property which
24 DEFENDANT has acquired, or of which PLAINTIFFS and the other members of the
25 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair
26 business practices, including earned but unpaid wages for all time worked.

27 64. PLAINTIFFS and the other members of the CALIFORNIA CLASS are further
28 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair,

1 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
2 engaging in any unlawful and unfair business practices in the future.

3 65. PLAINTIFFS and the other members of the CALIFORNIA CLASS have no plain,
4 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of
5 DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a
6 result of the unlawful and unfair business practices described herein, PLAINTIFFS and the other
7 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal
8 and economic harm unless DEFENDANT is restrained from continuing to engage in these
9 unlawful and unfair business practices.

10 **SECOND CAUSE OF ACTION**

11 **Failure To Pay Minimum Wages**

12 **(Cal. Lab. Code §§ 1194, 1197 and 1197.1.)**

13 **(Alleged By PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

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

17 67. PLAINTIFFS and the other members of the CALIFORNIA CLASS bring a claim
18 for DEFENDANT'S willful and intentional violations of the California Labor Code and the
19 Industrial Welfare Commission requirements for DEFENDANT'S failure to accurately calculate
20 and pay minimum wages to PLAINTIFFS and the CALIFORNIA CLASS Members.

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

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

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

1 71. DEFENDANT maintained a uniform wage practice of paying PLAINTIFFS and
2 the other members of the CALIFORNIA CLASS without regard to the correct amount of time
3 they worked. As set forth herein, DEFENDANT’S uniform policy and practice was to unlawfully
4 and intentionally deny timely payment of wages due to PLAINTIFFS and the other members of
5 the CALIFORNIA CLASS.

6 72. DEFENDANT’S uniform pattern of unlawful wage and hour practices manifested,
7 without limitation, applicable to the CALIFORNIA CLASS as a whole as a result of
8 implementing a uniform policy and practice that denied accurate compensation to PLAINTIFFS
9 and the other members of the CALIFORNIA CLASS in regard to minimum wage pay.

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

16 74. As a direct result of DEFENDANT’S unlawful wage practices as alleged herein,
17 PLAINTIFFS and the other members of the CALIFORNIA CLASS did not receive the correct
18 minimum wage compensation for their time worked for DEFENDANT.

19 75. During the CLASS PERIOD, PLAINTIFFS and the other members of the
20 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
21 failure to pay all earned wages.

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

27 77. DEFENDANT knew or should have known that PLAINTIFFS and the other
28 members of the CALIFORNIA CLASS are under-compensated for their time worked.

1 DEFENDANT systematically elected, either through intentional malfeasance or gross
2 nonfeasance, to not pay employees for their labor as a matter of uniform corporate policy, practice
3 and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
4 PLAINTIFFS and the other members of the CALIFORNIA CLASS the correct minimum wages
5 for their time worked.

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

14 79. PLAINTIFFS and the other members of the CALIFORNIA CLASS therefore
15 request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the
16 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
17 California Labor Code and/or other applicable statutes. To the extent minimum wage
18 compensation is determined to be owed to the CALIFORNIA CLASS Members who have
19 terminated their employment, DEFENDANT'S conduct also violates Labor Code §§ 201 and/or
20 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab.
21 Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS
22 Members. DEFENDANT'S conduct as alleged herein was willful, intentional and not in good
23 faith. Further, PLAINTIFFS and other CALIFORNIA CLASS Members are entitled to seek and
24 recover statutory costs.

25
26
27 **THIRD CAUSE OF ACTION**

28 **Failure To Pay Overtime Compensation**

1 **(Cal. Lab. Code §§ 510, 1194 and 1198)**

2 **(Alleged By PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

3 80. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
4 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
5 Complaint.

6 81. PLAINTIFFS and the other members of the CALIFORNIA CLASS bring a claim
7 for DEFENDANT's willful and intentional violations of the California Labor Code and the
8 Industrial Welfare Commission requirements for DEFENDANT's failure to pay these employees
9 for all overtime worked, including, work performed in excess of eight (8) hours in a workday,
10 and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

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

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

17 84. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
18 including minimum wage and overtime compensation and interest thereon, together with the costs
19 of suit. Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours
20 than those fixed by the Industrial Welfare Commission is unlawful.

21 85. During the CLASS PERIOD, PLAINTIFFS and CALIFORNIA CLASS Members
22 were required by DEFENDANT to work for DEFENDANT and were not paid for all the time
23 they worked, including overtime work.

24 86. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
25 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
26 implementing a uniform policy and practice that failed to accurately record overtime worked by
27 PLAINTIFFS and other CALIFORNIA CLASS Members and denied accurate compensation to
28 PLAINTIFFS and the other members of the CALIFORNIA CLASS for overtime worked,

1 including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve
2 (12) hours in a workday, and/or forty (40) hours in any workweek.

3 87. In committing these violations of the California Labor Code, DEFENDANT
4 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
5 PLAINTIFFS and other CALIFORNIA CLASS Members. DEFENDANT acted in an illegal
6 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
7 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
8 regulations.

9 88. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
10 the PLAINTIFFS and the other members of the CALIFORNIA CLASS did not receive full
11 compensation for overtime worked.

12 89. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
13 from the overtime requirements of the law. None of these exemptions are applicable to the
14 PLAINTIFFS and the other members of the CALIFORNIA CLASS. Further, PLAINTIFFS and
15 the other members of the CALIFORNIA CLASS were not subject to a valid collective bargaining
16 agreement that would preclude the causes of action contained in this Complaint. Rather,
17 PLAINTIFFS brings this Action on behalf of themselves and the CALIFORNIA CLASS based
18 on DEFENDANT's violations of non-negotiable, non-waivable rights provided by the State of
19 California.

20 90. During the CLASS PERIOD, PLAINTIFFS and the other members of the
21 CALIFORNIA CLASS have been paid less for overtime worked that they are entitled to,
22 constituting a failure to pay all earned wages.

23 91. DEFENDANT failed to accurately pay the PLAINTIFFS and the other members
24 of the CALIFORNIA CLASS overtime wages for the time they worked which was in excess of
25 the maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 & 1198, even
26 though PLAINTIFFS and the other members of the CALIFORNIA CLASS were required to
27 work, and did in fact work, overtime as to which DEFENDANT failed to accurately record and
28 pay as evidenced by DEFENDANT's business records and witnessed by employees.

1 92. By virtue of DEFENDANT’S unlawful failure to accurately pay all earned
2 compensation to PLAINTIFFS and the other members of the CALIFORNIA CLASS for all
3 overtime worked by these employees, PLAINTIFFS and the other members of the CALIFORNIA
4 CLASS have suffered and will continue to suffer an economic injury in amounts which are
5 presently unknown to them, and which will be ascertained according to proof at trial.

6 93. DEFENDANTS knew or should have known that PLAINTIFFS and the other
7 members of the CALIFORNIA CLASS were undercompensated for all overtime worked.
8 DEFENDANT systematically elected, either through intentional malfeasance or gross
9 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
10 and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
11 PLAINTIFFS and the other members of the CALIFORNIA CLASS for overtime worked.

12 94. In performing the acts and practices herein alleged in violation of California labor
13 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all overtime
14 worked and provide them with the requisite overtime compensation, DEFENDANT acted and
15 continues to act intentionally, oppressively, and maliciously toward PLAINTIFFS and the other
16 members of the CALIFORNIA CLASS with a conscious and utter disregard for their legal rights,
17 or the consequences to them, and with the despicable intent of depriving them of their property
18 and legal rights, and otherwise causing them injury in order to increase company profits at the
19 expense of these employees.

20 95. PLAINTIFFS and the other members of the CALIFORNIA CLASS therefore
21 request recovery of all unpaid wages, including overtime wages, according to proof, interest,
22 statutory costs, as well as the assessment of any statutory penalties against DEFENDANT, in a
23 sum as provided by the California Labor Code and/or other applicable statutes. To the extent
24 minimum and/or overtime compensation is determined to be owed to the CALIFORNIA CLASS
25 Members who have terminated their employment, DEFENDANT’s conduct also violates Labor
26 Code §§ 201 and/or 202, and therefore these employees would also be entitled to waiting time
27 penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these
28 CALIFORNIA CLASS Members. DEFENDANT’s conduct as alleged herein was willful,

1 intentional, and not in good faith. Further, PLAINTIFFS and other CALIFORNIA CLASS
2 Members are entitled to seek and recover statutory costs.

3 **FOURTH CAUSE OF ACTION**

4 **Failure To Provide Required Meal Periods**

5 **(Cal. Lab. Code §§ 226.7 & 512)**

6 **(Alleged By PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

7 96. PLAINTIFFS and the other members of the CALIFORNIA CLASS, reallege and
8 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
9 Complaint.

10 97. During the CLASS PERIOD, DEFENDANT failed to provide all the legally
11 required off-duty meal breaks to PLAINTIFFS and the other CALIFORNIA CLASS Members as
12 required by the applicable Wage Order and Labor Code. The nature of the work performed by
13 PLAINTIFFS and CALIFORNIA CLASS MEMBERS did not prevent these employees from
14 being relieved of all of their duties for the legally required off-duty meal periods. As a result of
15 their rigorous work schedules, PLAINTIFFS and other CALIFORNIA CLASS Members were
16 often not fully relieved of duty by DEFENDANT for their meal periods. Additionally,
17 DEFENDANT's failure to provide PLAINTIFFS and the CALIFORNIA CLASS Members with
18 legally required meal breaks prior to their fifth (5th) hour of work is evidenced by
19 DEFENDANT's business records. Further, DEFENDANT failed to provide PLAINTIFFS and
20 CALIFORNIA CLASS Members with a second off-duty meal period in some workdays in which
21 these employees were required by DEFENDANT to work ten (10) hours of work. As a result,
22 PLAINTIFFS and other members of the CALIFORNIA CLASS forfeited meal breaks without
23 additional compensation and in accordance with DEFENDANT's strict corporate policy and
24 practice.

25 98. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
26 IWC Wage Order by failing to compensate PLAINTIFFS and CALIFORNIA CLASS Members
27 who were not provided a meal period, in accordance with the applicable Wage Order, one
28

1 additional hour of compensation at each employee's regular rate of pay for each workday that a
2 meal period was not provided.

3 99. As a proximate result of the aforementioned violations, PLAINTIFFS and
4 CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial,
5 and seek all wages earned and due, interest, penalties, expenses and costs of suit.

6 **FIFTH CAUSE OF ACTION**

7 **Failure To Provide Required Rest Periods**

8 **(Cal. Lab. Code §§ 226.7 & 512)**

9 **(Alleged By PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

10 100. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
11 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
12 Complaint.

13 101. From time to time, PLAINTIFFS and other CALIFORNIA CLASS Members were
14 required to work in excess of four (4) hours without being provided ten (10) minute rest periods.
15 Further, these employees were denied their first rest periods of at least ten (10) minutes for some
16 shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10)
17 minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and
18 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more.
19 PLAINTIFFS and other CALIFORNIA CLASS Members were also not provided with one-hour
20 wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFFS and other
21 CALIFORNIA CLASS Members were periodically denied their proper rest periods by
22 DEFENDANT and DEFENDANT's managers. DEFENDANT failed to compensate
23 PLAINTIFFS and CALIFORNIA CLASS Members for their rest periods as required by the
24 applicable Wage Order and Labor Code. DEFENDANT did not have a policy or practice which
25 paid for off-duty rest periods to PLAINTIFFS and the other CALIFORNIA CLASS Members
26 when they worked as non-exempt sales employees. As a result, DEFENDANT's failure to provide
27 PLAINTIFFS and the CALIFORNIA CLASS Members with all the legally required paid rest
28 periods is evidenced by DEFENDANT's business records.

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

103. As a proximate result of the aforementioned violations, PLAINTIFFS and CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

SIXTH CAUSE OF ACTION

Failure To Provide Accurate Itemized Statements

(Cal. Lab. Code §§ 226)

(Alleged By PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)

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

105. Cal. Labor Code § 226 provides that an employer must furnish employees with an “accurate itemized” statement in writing showing:

- a. Gross wages earned,
- b. total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,
- c. the number of piecerate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
- d. all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,
- e. net wages earned,
- f. the inclusive dates of the period for which the employee is paid,

- 1 g. the name of the employee and his or her social security number, except that by
2 January 1, 2008, only the last four digits of his or her social security number of an
3 employee identification number other than social security number may be shown
4 on the itemized statement,
- 5 h. the name and address of the legal entity that is the employer, and
- 6 i. all applicable hourly rates in effect during the pay period and the corresponding
7 number of hours worked at each hourly rate by the employee.

8 106. When DEFENDANT did not accurately record PLAINTIFFS' and other
9 CALIFORNIA CLASS Members' wages, and missed meal and rest breaks, DEFENDANT
10 violated Cal. Lab. Code § 226 in that DEFENDANT failed to provide an accurate wage statement
11 in writing that properly and accurately itemizes all wages, and missed meal and rest periods and
12 reporting time wages owed to PLAINTIFFS and the other members of the CALIFORNIA CLASS
13 and thereby also failed to set forth the correct wages earned by the employees.

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

25 **SEVENTH CAUSE OF ACTION**

26 **Failure To Pay Wages When Due**

27 **(Cal. Lab. Code §§ 203)**

28 **(Alleged By PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

1 108. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
2 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
3 Complaint.

4 109. Cal. Lab. Code § 200 provides that:

5 As used in this article:

6 (d) "Wages" includes all amounts for labor performed by employees of every
7 description, whether the amount is fixed or ascertained by the standard of time,
task, piece, Commission basis, or other method of calculation.

8 (e) "Labor" includes labor, work, or service whether rendered or performed under
9 contract, subcontract, partnership, station plan, or other agreement if the to be
paid for is performed personally by the person demanding payment.

10 110. Cal. Lab. Code § 201 provides, in relevant part, that "If an employer discharges
11 an employee, the wages earned and unpaid at the time of discharge are due and payable
12 immediately."

13 111. Cal. Lab. Code § 202 provides, in relevant part, that:

14 If an employee not having a written contract for a definite period quits his or her
15 employment, his or her wages shall become due and payable not later than 72 hours
16 thereafter, unless the employee has given 72 hours previous notice of his or her intention
17 to quit, in which case the employee is entitled to his or her wages at the time of quitting.
18 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.

19 112. There was no definite term in PLAINTIFFS' or any CALIFORNIA CLASS
20 Members' employment contract.

21 113. Cal. Lab. Code § 203 provides:

22 If an employer willfully fails to pay, without abatement or reduction, in accordance with
23 Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who
24 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.

25 114. The employment of PLAINTIFFS and many CALIFORNIA CLASS Members
26 terminated, and DEFENDANT has not tendered payment of wages to these employees who were
27 underpaid for minimum wage and/or overtime wage, and/or missed meal and rest breaks, as
28 required by law.

115. Therefore, as provided by Cal Lab. Code § 203, on behalf of themselves and the members of the CALIFORNIA CLASS whose employment has terminated, PLAINTIFFS demand up to thirty (30) days of pay as a penalty for not paying all wages due at time of termination for all employees who terminated employment during the CLASS PERIOD and demand an accounting and payment of all wages due, plus interest and statutory costs as allowed by law.

EIGHTH CAUSE OF ACTION

Failure To Reimburse Employees For Required Expenses

(Cal. Lab. Code §§ 2802)

(Alleged By PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)

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

117. Cal. Lab. Code § 2802 provides, in relevant part, that:

An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful

118. From time-to-time during the CLASS PERIOD, DEFENDANTS violated Cal. Lab. Code § 2802, by failing to indemnify and reimburse PLAINTIFFS and the members of the CALIFORNIA CLASS for required expenses incurred in the discharge of their job duties for DEFENDANTS' benefit. DEFENDANTS failed to reimburse PLAINTIFFS and the members of the CALIFORNIA CLASS for expenses which included, but were not limited to, costs related to using their personal cellular phone, vehicles, and tools all on behalf of and for the benefit of DEFENDANTS. Specifically, PLAINTIFFS and the members of the CALIFORNIA CLASS were required by DEFENDANTS to use their personal cell phones to execute their essential job duties on behalf of DEFENDANTS. DEFENDANTS' uniform policy, practice and procedure was to not reimburse PLAINTIFFS and the members of the CALIFORNIA CLASS for expenses resulting from using their personal cellular phones, vehicles, and tools for DEFENDANTS within

1 the course and scope of their employment for DEFENDANTS. These expenses were necessary
2 to complete their principal job duties. DEFENDANTS are estopped by DEFENDANTS' conduct
3 to assert any waiver of their expectation. Although these expenses were necessary expenses
4 incurred by PLAINTIFFS and the members of the CALIFORNIA CLASS, DEFENDANTS failed
5 to indemnify and reimburse PLAINTIFFS and the members of the CALIFORNIA CLASS for
6 these expenses as an employer is required to do under the laws and regulations of California.

7 119. PLAINTIFFS therefore demands reimbursement on behalf of the members of the
8 CALIFORNIA CLASS for expenditures or losses incurred in the discharge their job duties and
9 on behalf of DEFENDANTS, or his/her obedience to the directions of DEFENDANT, with
10 interest at the statutory rate and costs under Cal. Lab. Code § 2802.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, PLAINTIFFS pray for a judgment against each Defendant, jointly and
13 severally, as follows:

14 1. On behalf of the CALIFORNIA CLASS:

- 15 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA
16 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
17 b. An order temporarily, preliminarily and permanently enjoining and restraining
18 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
19 c. An order requiring DEFENDANT to pay all overtime wages and all sums
20 unlawfully withheld from compensation due to PLAINTIFFS and the other
21 members of the CALIFORNIA CLASS; and
22 d. Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund
23 for restitution of the sums incidental to DEFENDANT's violations due to
24 PLAINTIFFS and to the other members of the CALIFORNIA CLASS.

25 2. On behalf of the CALIFORNIA CLASS:

- 26 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth
27 Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant
28 to Cal. Code of Civ. Proc. § 382;

- 1 b. Compensatory damages, according to proof at trial, including compensatory
2 damages for overtime compensation, due to PLAINTIFFS and the other members
3 of the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest
4 thereon at the statutory rate;
- 5 c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
6 the applicable IWC Wage Order;
- 7 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
8 which a violation occurs and one hundred dollars (\$100) per each member of the
9 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding
10 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for
11 violation of Cal. Lab. Code § 226
- 12 e. The wages of all terminated employees from the CALIFORNIA CLASS as a
13 penalty from the due date thereof at the same rate until paid or until an action
14 therefore is commenced, in accordance with Cal. Lab. Code § 203.
- 15 3. On Behalf of the State of California and with respect to all AGGRIEVED
16 EMPLOYEES: Recovery of civil penalties as prescribed by the Labor Code Private
17 Attorneys General Act of 2004;
- 18 4. On all claims:
- 19 a. An award of interest, including prejudgment interest at the legal rate;
- 20 b. Such other and further relief as the Court deems just and equitable; and
- 21 c. An award of penalties, attorneys' fees and costs of suit, as allowable under the law.
- 22

23
24 DATED: May 13, 2025

SELIGSON LAW P.C.

25
26 By: Kenneth Seligson

27 Kenneth Seligson
28 Attorney for PLAINTIFF

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DEMAND FOR A JURY TRIAL

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

DATED: May 13, 2025

SELIGSON LAW P.C.

By: *Kenneth Seligson*

Kenneth Seligson
Attorney for PLAINTIFF