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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

SIMON CASTELLANOS, on behalf of
himself and all others similarly situated, and
the general public,

Plaintiff,

v.

THINKOM SOLUTIONS, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 25STCV06303

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

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198);
4. Unlawful Collection or Receipt of Wages (Lab. Code § 221);
5. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
6. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
7. Failure to Indemnify (Lab. Code § 2802);
8. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*); and
9. Civil Penalties (Lab. Code § 2698, *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiff SIMON CASTELLANOS (“Plaintiff”), on behalf of himself, all others similarly
2 situated, the State of California, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class and representative action against Defendants THINKOM
5 SOLUTIONS, INC., an Oregon corporation; and DOES 1 through 50, inclusive, (collectively referred
6 to as “Defendants”) for alleged violations of the California Labor Code and California Business and
7 Professions Code. As set forth below, Plaintiff alleges that Defendants have:

- 8 a. failed to pay them overtime wages at the correct rate;
- 9 b. failed to pay them double time wages at the correct rate;
- 10 c. failed to provide them with meal periods;
- 11 d. failed to provide them with rest periods;
- 12 e. failed to pay them premium wages for missed meal and rest periods;
- 13 f. unlawfully collected and received wages;
- 14 g. failed to provide them with accurate written wage statements;
- 15 h. failed to reimburse them with necessary business expenditures; and
- 16 i. failed to pay them all their final wages following separation of employment.

17 Based on these alleged Labor Code violations, Plaintiff now brings this class and
18 representative action to recover unpaid wages, liquidated damages, civil and statutory penalties,
19 restitution, and related relief on behalf of himself, all others similarly situated, the State of California,
20 and the general public.

21 **JURISDICTION AND VENUE**

22 2. This Court has subject matter jurisdiction to hear this case because the monetary
23 damages and restitution sought by Plaintiff from Defendants’ conduct exceeds the minimal
24 jurisdiction of the Superior Court of the State of California.

25 3. Venue is proper in the County of Los Angeles pursuant to Code of Civil Procedure
26 sections 395(a) and 395.5 in that liability arose this county because at least some of the transactions
27 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
28 maintains offices, transacts business and/or has an agent therein.

4. Venue is proper in Los Angeles County because Defendants' have at all times alleged herein, conducted business in Los Angeles County, and throughout California. As such, venue is proper in any county in California.

PARTIES

5. Plaintiff SIMON CASTELLANOS is, and at all relevant times mentioned herein, an individual residing in the State of California.

6. Plaintiff is informed and believes, and thereupon alleges that Defendant THINKOM SOLUTIONS, INC. is, and at all relevant times mentioned herein, a California corporation doing business in the State of California.

7. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants when ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE defendants when ascertained.

8. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some or all of the defendants were the representatives, agents, employees, partners, directors, associates, joint venturers, joint employers, owners, principals or co-participants of some or all of the other defendants, and in doing the things alleged herein, were acting within the course and scope of such relationship and with the full knowledge, consent, and ratification by such other defendants.

9. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and conspired with one another, and aided and abetted one another to accomplish the occurrences, acts and omissions alleged herein.

10. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all

1 respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a
2 joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each
3 Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all
4 respects as the employers or joint employers of Employees. Defendants, and each of them, exercised
5 control over the wages, hours or working conditions of Employees, or suffered or permitted
6 Employees to work, or engaged, thereby creating a common law employment relationship, with
7 Employees. Therefore, Defendants, and each of them, employed or jointly employed Employees.

8 11. This action has been brought and may be maintained as a class action pursuant to Code
9 of Civil Procedure section 382 because there is a well-defined community of interest among the
10 persons who comprise the readily ascertainable classes defined below and because Plaintiff is
11 unaware of any difficulties likely to be encountered in managing this case as a class action.

12 12. **Relevant Time Period:** The relevant time period is defined as the time period
13 beginning four years prior to the filing of this action until judgment is entered.

- 14 a. **Hourly Employee Class:** All persons employed by Defendants, collectively or
15 separately, and/or any staffing agencies and/or any other third parties in hourly or
16 non-exempt positions in California four years prior to the filing of this action and
ending on the date that final judgment is entered in this action (“Hourly Employee
Class”).
- 17 b. **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in
18 a shift in excess of five hours during the four years prior to the filing of this action
and ending on the date that final judgment is entered in this action.
- 19 c. **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a
20 shift of at least three and one-half (3.5) hours the four years prior to the filing of
this action and ending on the date that final judgment is entered in this action.
- 21 d. **Unlawful Deduction Sub-Class:** All **Hourly Employee Class** members whose
22 wages were deducted for uniform payments at anytime from four year prior to the
23 filing of this action and ending on the date that final judgment is entered in this
action.
- 24 e. **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who
25 separated from their employment with Defendants during the period beginning
three years before the filing of this action and ending when final judgment is
entered.
- 26 f. **Wage Statement Class:** All persons employed by Defendants in California during
27 the period beginning one year before the filing of this action and ending when final
judgment is entered.
- 28 g. **Expense Reimbursement Class:** All persons employed by Defendants in

California who incurred business expenses during the **Relevant Time Period**.

- h. **UCL Class**: All **Hourly Employee Class** and **Expense Reimbursement Class** members employed by Defendants in California during the four years prior to the filing of this action and ending on the date that final judgment is entered in this action.

13. **Reservation of Rights**: Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right to amend or modify the class definitions with greater specificity, by further division into sub-classes and/or by limitation to particular issues.

14. **Numerosity**: The class members are so numerous that the individual joinder of each individual class member is impractical. While Plaintiff does not currently know the exact number of class members, Plaintiff is informed and believes, and thereupon alleges that the actual number exceeds the minimum required for numerosity under California law.

15. **Commonality and Predominance**: Common questions of law and fact exist as to all class members and predominate over any questions which affect only individual class members. These common questions include, but are not limited to:

- a. Whether Defendants maintained a policy or practice of failing to provide employees with their rest periods;
- b. Whether Defendants maintained a policy or practice of failing to provide employees with their meal periods;
- c. Whether Defendants failed to pay premium wages to class members when they have not been provided with meal and rest periods;
- d. Whether Defendants failed to pay minimum and/or overtime wages to class members for all time worked;
- e. Whether Defendants maintained a policy or practice of unlawfully collecting and/or receiving wages;
- f. Whether Defendants failed to provide class members with accurate written wage statements as a result of providing them with written wage statements with inaccurate entries for, among other things, amounts of gross and net wages, and total hours worked;

- g. Whether Defendants applied policies or practices that result in late and/or incomplete final wage payments;
- h. Whether Defendants failed to reimburse class members for all necessary business expenses incurred during the discharge of their duties;
- i. Whether Defendants are liable to class members for waiting time penalties under Labor Code section 203; and
- j. Whether class members are entitled to restitution of money or property that Defendants may have acquired from them through unfair competition;

16. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff is informed and believes, and thereupon alleges that Defendants have a policy or practice of failing to comply with the California Labor Code and Business and Professions Code as alleged in this Complaint.

17. **Adequacy of Class Representative:** Plaintiff is an adequate class representative and has no interests that are adverse to, or otherwise conflict with, the interests of absent class members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly and adequately represent and protect the interests of the other class members.

18. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that they have no known conflicts of interest with Plaintiff or absent class members, are experienced in wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf of Plaintiff and absent class members.

19. **Superiority:** A class action is vastly superior to other available means for fair and efficient adjudication of the class members' claims and would be beneficial to the parties and the Court. Class action treatment will allow a number of similarly situated persons to simultaneously and efficiently prosecute their common claims in a single forum without the unnecessary duplication of effort and expense that numerous individual actions would entail. In addition, the monetary amounts due to many individual class members are likely to be relatively small and would thus make it difficult, if not impossible, for individual class members to both seek and obtain relief. Moreover, a class action will serve an important public interest by permitting class members to effectively pursue

1 the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent
2 or contradictory judgments inherent in individual litigation.

3 **GENERAL ALLEGATIONS**

4 20. Plaintiff worked for Defendants as a non-exempt employee during the relevant and
5 statutory periods.

6 21. Defendants had a common policy and practice of systemically failing to pay Plaintiff
7 and Class Members proper wages and overtime for all hours worked, at the proper rates of pay. First,
8 Defendants implemented an unlawful time-rounding policy and practice which rounded down and
9 reduced the actual working hours recorded by Plaintiff and Class Members, and upon which their pay
10 was based, and generally did so to the detriment of the Plaintiff and Class Members, and these
11 unlawfully rounded time entries were inputted into Defendants' payroll system from which wage
12 statements and payroll checks were created. Defendants did so with the ostensible intent of paying
13 Plaintiff and Class members only for the hours they were scheduled to work, rather than the hours
14 they were actually under Defendants' control. Plaintiff contends this policy is not neutral and results,
15 over time, to the detriment of the Plaintiff and Class members by systematically undercompensating
16 them.

17 22. Next, Plaintiff and Class Members were also consistently required to perform work,
18 off-the-clock, for which they were not paid wages. Specifically, prior to clocking into their shifts,
19 Plaintiff and Class Members were required to wait in line for a timeclock to become available for
20 them to clock in. Additionally, after clocking out for the day, Plaintiff and Class Members were
21 required to continue working, including having to wait for various inspections to be completed.
22 Furthermore, Plaintiff and Class Members were systemically required to perform work-related tasks
23 during unpaid meal periods, including wearing and monitoring work mandated headsets. The forgoing
24 and uncompensated working time was under the direction and control of Defendants, for which no
25 wages were paid.

26 23. This uncompensated time caused Plaintiff and Class Members to work in excess of
27 eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40) hours a week, entitling Plaintiff
28 and Class Members to minimum and overtime wages, which they were systemically denied.

1 24. Defendants had a common policy and practice of systemically denying Plaintiff and
2 Class Members the opportunity to take meal periods in compliance with the California Law.
3 Specifically, due to understaffing and heavy workloads, and the uncompensated pre-shift duties,
4 discussed herein, Plaintiff and Class Members were denied the opportunity to take timely meal
5 periods prior to the completion of their fifth hour of work. Additionally, Plaintiff and Class Members
6 were not relieved of all work duties during unpaid meal periods and were required to keep working
7 during meal breaks.

8 25. Plaintiff and Class Members were not provided with meal periods of at least thirty (30)
9 minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal
10 period as part of each work shift; (2) no formal written meal policy that encouraged employees to
11 take their meal periods, or that advised Class Members of their meal and rest period rights; and (3)
12 Defendants' practice of requiring putative class members to continue working through their meal and
13 rest periods due to the excessive workload.

14 26. Defendants had a common policy and practice of systemically denying Plaintiff and
15 Class Members the opportunity to take rest periods in compliance with the California Law. Plaintiff
16 and Class Members were not provided with rest periods of at least ten (10) minutes for each four (4)
17 hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest
18 period as part of each work shift, including second rest breaks for shifts of six (6) hours or more; (2)
19 no formal compliant written rest period policy that encouraged employees to take their rest periods,
20 or that properly advised Plaintiff and Class Members of their rest period rights; and (3) Defendants'
21 policy and practice of requiring putative class members to continue working through their rest breaks
22 due to the excessive workload.

23 27. Furthermore, Defendants failed to pay Plaintiff and Class Members premium pay
24 wages at their appropriate regular rates of pay for each meal and rest period denied.

25 28. Defendants also had a common policy and practice of unlawfully collecting and/or
26 receiving wages from Class Members. Specifically, Defendants unlawfully deducted vested wages
27 from Plaintiff and Class Members.

28 29. Plaintiff and Class Members were not provided with accurate wage statements as

1 mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage
2 statements as “a detachable part of the check, draft, or voucher paying the employee’s wages, or
3 separately if wages are paid by personal check or cash, an accurate itemized statement in writing.”
4 Additionally, the wage statements issued to Plaintiff and Class Members were not recorded in “ink
5 or other indelible form.”

6 30. Defendants failed to comply with Labor Code section 226(a)(1) as “gross wages
7 earned” were not accurately reflected in that: all hours worked, including overtime, were not included.

8 31. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked
9 by the employee” were not accurately reflected in that: all hours worked, including overtime, were
10 not included.

11 32. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned”
12 were not accurately reflected in that: all hours worked, including overtime, were not included.

13 33. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
14 hourly rates in effect during the pay period and the corresponding number of hours worked at each
15 hourly rate by the employee” were not accurately reflected in that: all hours worked, including
16 overtime, were not included.

17 34. Furthermore, Defendants failed to provide Plaintiff and Class Members with paper pay
18 stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters.
19 Plaintiff’s and Class Members’ wage statement were only provided in electronic format in violation
20 of Labor Code § 226.

21 35. Plaintiff and Class Members were not reimbursed for business expenses incurred in
22 executing their duties under Defendant’s employ. Plaintiff and Class Members were required to use
23 their personal cellular phones for work-related duties. Plaintiff and Class members were not
24 reimbursed for these necessary work-related expenses.

25 36. Finally, Defendants also failed to reduce excessive heat to a degree providing
26 employees with reasonable comfort. The temperature in Defendants’ workspace was well above what
27 is legally allowed.

28 ///

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PROVIDE MEAL PERIODS**

3 **(Lab. Code §§ 226.7, 512, 1174, and 1198)**

4 **(Plaintiff and Meal Period Sub-Class)**

5 37. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if
6 fully alleged herein.

7 38. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been
8 non-exempt employees of Defendant entitled to the full meal period protections of both the Labor
9 Code and the applicable Industrial Welfare Commission Wage Order.

10 39. Labor Code section 512 and Section 11 of the applicable Industrial Welfare
11 Commission Wage Order impose an affirmative obligation on employers to provide non-exempt
12 employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period
13 of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty
14 minutes for each work period of ten hours.

15 40. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare
16 Commission Wage Order (“Wage Order”) both prohibit employers from requiring employees to work
17 during required meal periods and require employers to pay non-exempt employees an hour of
18 premium wages on each workday that the employee is not provided with the required meal period.

19 41. Compensation for missed meal periods constitutes wages within the meaning of Labor
20 Code section 200.

21 42. Labor Code section 1198 makes it unlawful to employ a person under conditions that
22 violate the applicable Wage Order.

23 43. Section 11 of the applicable Wage Order states:

24 No employer shall employ any person for a work period of more than
25 five (5) hours without a meal period of not less than 30 minutes, except
26 that when a work period of not more than six (6) hours will complete
27 the day’s work the meal period may be waived by mutual consent of
28 the employer and employee. Unless the employee is relieved of all duty
during a 30 minute meal period, the meal period shall be considered an
‘on duty’ meal period and counted as time worked. An ‘on duty’ meal
period shall be permitted only when the nature of the work prevents an
employee from being relieved of all duty and when by written

1 agreement between the parties an on-the-job paid meal period is agreed
2 to. The written agreement shall state that the employee may, in writing,
3 revoke the agreement at any time.

4 44. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
5 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
6 members were not subject to valid on-duty meal period agreements with Defendants.

7 45. Plaintiff alleges that, at all relevant times during the applicable limitations period,
8 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
9 **Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5)
10 hour work period, as required by Labor Code section 512 and the applicable Wage Order.
11 Specifically, due to understaffing and heavy workloads, and the uncompensated pre-shift duties,
12 discussed herein, Plaintiff and **Meal Period Sub-Class** members were denied the opportunity to take
13 timely meal periods prior to the completion of their fifth hour of work. Additionally, Plaintiff and
14 **Meal Period Sub-Class** members were not relieved of all work duties during unpaid meal periods
15 and were required to keep working during meal breaks.

16 46. Plaintiff alleges that, at all relevant times during the applicable limitations period,
17 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
18 **Class** members when they worked five (5) hours without clocking out for any meal period.

19 47. Plaintiff alleges that, at all relevant times during the applicable limitations period,
20 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
21 **Sub-Class** with a second meal period when they worked shifts of ten (10) or more hours and failed
22 to pay them premium wages as required by Labor Code 512 and the applicable Wage Order.

23 48. Moreover, Defendants written policies fail to inform Meal period Class Members of
24 their meal period rights under the Labor Code and applicable Wage Orders.

25 49. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
26 **Class** members additional premium wages, and/or were not paid premium wages at the employees'
27 regular rates of pay when required meal periods were not provided.

28 50. Pursuant to Labor Code section 204, 218.6, 226.7 and 512, Plaintiff, on behalf of

1 himself and the **Meal Period Sub-Class** members, seeks to recover unpaid premium wages, interest
2 thereon, and costs of suit.

3 51. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
4 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and the
5 **Meal Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

6 **SECOND CAUSE OF ACTION**

7 **FAILURE TO PROVIDE REST PERIODS**

8 **(Lab. Code §§ 204, 223, 226.7 and 1198)**

9 **(Plaintiff and Rest Period Sub-Class)**

10 52. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
11 herein.

12 53. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been
13 non-exempt employees of Defendants entitled to the full rest period protections of both the Labor
14 Code and the applicable Wage Order.

15 54. Section 12 of the applicable Wage Order imposes an affirmative obligation on
16 employers to permit and authorize employees to take required rest periods at a rate of no less than ten
17 (10) minutes of net rest time for each four (4) hour work period, or major fraction thereof, that must
18 be in the middle of each work period insofar as practicable.

19 55. Labor Code section 226.7 and Section 12 of the applicable Wage Order both prohibit
20 employers from requiring employees to work during required rest periods and require employers to
21 pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on each
22 workday that the employee is not provided with the required rest period(s).

23 56. Compensation for missed rest periods constitutes wages within the meaning of Labor
24 Code section 200.

25 57. Labor Code section 1198 makes it unlawful to employ a person under conditions that
26 violate the Wage Order.

27 58. Plaintiff alleges that, at all relevant times during the applicable limitations period,
28 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**

1 with net rest period of at least ten (10) uninterrupted minutes for each four (4) hour work period, or
2 major fraction thereof, as required by the applicable Wage Order.

3 59. Plaintiff and **Rest Period Sub-Class** members were not provided with rest periods of
4 at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
5 Defendants' policy of not scheduling each rest period as part of each work shift, including second
6 rest breaks for shifts of six (6) hours or more; (2) no formal compliant written rest period policy that
7 encouraged employees to take their rest periods, or that properly advised Plaintiff and **Rest Period**
8 **Sub-Class** members of their rest period rights; and (3) Defendants' policy and practice of requiring
9 putative class members to continue working through their rest breaks due to the excessive workload.

10 60. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-Class**
11 members additional premium wages when required rest periods were not provided.

12 61. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of himself
13 and **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and
14 costs of suit.

15 62. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
16 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Rest**
17 **Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

18 **THIRD CAUSE OF ACTION**

19 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

20 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

21 **(Plaintiff and Hourly Employee Class)**

22 63. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
23 herein.

24 64. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have been
25 non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
26 applicable Wage Order.

27 65. Section 2 of the applicable Wage Order defines "hours worked" as "the time during
28 which an employee is subject to the control of the employer, and includes all the time the employee

1 is suffered or permitted to work, whether or not required to do so.”

2 66. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
3 employees at least the minimum wage set forth therein for all hours worked, which consist of all hours
4 that an employer has actual or constructive knowledge that employees are working.

5 67. Labor Code section 1194 invalidates any agreement between an employer and an
6 employee to work for less than the minimum or overtime wage required under the applicable Wage
7 Order.

8 68. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated
9 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition
10 to the underlying unpaid minimum wages and interest thereon.

11 69. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
12 than the minimum wage required under the applicable Wage Order for all hours worked during a
13 payroll period.

14 70. Labor Code section 1197.1 provides that it is unlawful for any employer or any other
15 person acting either individually or as an officer, agent or employee of another person, to pay an
16 employee, or cause an employee to be paid, less than the applicable minimum wage.

17 71. Labor Code section 1198 makes it unlawful for employers to employ employees under
18 conditions that violate the applicable Wage Order.

19 72. Labor Code section 204 requires employers to pay non-exempt employees their earned
20 wages for the normal work period at least twice during each calendar month on days the employer
21 designates in advance and to pay non-exempt employees their earned wages for labor performed in
22 excess of the normal work period by no later than the next regular payday.

23 73. Labor Code section 223 makes it unlawful for employers to pay their employees lower
24 wages than required by contract or statute while purporting to pay them legal wages.

25 74. Labor Code section 510 and Section 3 of the applicable Wage Order require employees
26 to pay non-exempt employees overtime wages of no less than one and one-half (1.5) times their
27 respective regular rates of pay for all hours worked in excess of eight (8) hours in one workday, all
28 hours worked in excess of forty (40) hours in one workweek, and/or for the first eight (8) hours

1 worked on the seventh consecutive day of one workweek.

2 75. Labor Code section 510 and Section 3 of the applicable Wage Order also require
3 employers to pay non-exempt employees overtime wages of no less than two (2) times their respective
4 regular rates of pay for all hours worked in excess of twelve (12) hours in one workday and for all
5 hours worked in excess of eight (8) hours on a seventh consecutive workday during the workweek.

6 76. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
7 centrally devised policies and practices to him and **Hourly Employee Class** members with respect to
8 working conditions and compensation arrangements.

9 77. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
10 **Employee Class** members for all time worked, including but not limited to, overtime hours at
11 statutory and/or agreed rates.

12 78. Plaintiff and **Hourly Employee Class** members were not paid proper wages and
13 overtime for all hours worked, at the proper rates of pay. First, Defendants implemented an unlawful
14 time-rounding policy and practice which rounded down and reduced the actual working hours
15 recorded by Plaintiff and **Hourly Employee Class** members, and upon which their pay was based,
16 and generally did so to the detriment of the Plaintiff and **Hourly Employee Class** members, and these
17 unlawfully rounded time entries were inputted into Defendants' payroll system from which wage
18 statements and payroll checks were created. Defendants did so with the ostensible intent of paying
19 Plaintiff and **Hourly Employee Class** members only for the hours they were scheduled to work,
20 rather than the hours they were actually under Defendants' control. Plaintiff contends this policy is
21 not neutral and results, over time, to the detriment of the Plaintiff and **Hourly Employee Class**
22 members by systematically undercompensating them.

23 79. Plaintiff and **Hourly Employee Class** members were consistently required to perform
24 work, off-the-clock for which they were not paid wages. Specifically, prior to clocking into their
25 shifts, Plaintiff and **Hourly Employee Class** members were required to wait in line for a timeclock
26 to become available for them to clock in. Additionally, after clocking out for the day, Plaintiff and
27 **Hourly Employee Class** members were required to continue working, including having to wait for
28 various inspections to be completed. Furthermore, Plaintiff and **Hourly Employee Class** members

1 were systemically required to perform work-related tasks during unpaid meal periods, including
2 wearing and monitoring work mandated headsets. The forgoing and uncompensated working time
3 was under the direction and control of Defendants, for which no wages were paid.

4 80. This uncompensated time caused Plaintiff and **Hourly Employee Class** members to
5 work in excess of eight (8), ten (10), and twelve (12) hours a day and/or forty (40) hours a week,
6 entitling Plaintiff and **Hourly Employee Class** members to minimum and overtime wages, which
7 they were systemically denied.

8 81. Defendants also failed to Plaintiff and **Hourly Employee Class** members overtime
9 wages at the proper and applicable regular rates of pay. Specifically, Plaintiff and **Hourly Employee**
10 **Class** members earned commissions, spiff pay, as well as performance-based non-discretionary
11 bonuses in addition to their hourly pay. However, these supplemental earnings were not accounted
12 for when determining Plaintiff and **Hourly Employee Class** members' regular rates of pay, and
13 respective and proper overtime rates of pay.

14 82. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**
15 members have suffered damages in an amount, subject to proof, to the extent they were not paid the
16 full amount of wages earned during each pay period during the applicable limitations period,
17 including overtime wages.

18 83. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
19 behalf of himself and **Hourly Employee Class** members, seeks to recover unpaid straight time and
20 overtime wages, interest thereon and costs of suit.

21 84. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
22 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and
23 **Hourly Employee Class** members, seeks to recover reasonable attorneys' fees.

24 **FOURTH CAUSE OF ACTION**

25 **UNLAWFUL COLLECTION OR RECEIPT OF WAGES**

26 **(Lab. Code § 221)**

27 **(Plaintiff and Unlawful Deduction Sub-Class)**

28 85. Plaintiff reallege and incorporate all preceding paragraphs, as though set forth in full

1 herein.

2 86. Labor Code § 221 provides, “It shall be unlawful for any employer to collect or receive
3 from an employee any part of wages theretofore paid by said employer to said employee.” As
4 discussed above, Defendants unlawfully received and/or collected wages from employees.
5 Specifically, Defendants unlawfully deducted vested wages from Plaintiff and **Unlawful Deduction**
6 **Sub-Class** Members.

7 87. Plaintiff is informed and believe and thereon allege that all or substantially all the
8 **Unlawful Deduction Sub-Class** are subject to Defendants' policies and practices of making the
9 unlawful deductions from their wages, as discussed herein.

10 88. Therefore, **Unlawful Deduction Sub-Class** Members are owed the unpaid balance of
11 said wages pursuant to the Wage order according to proof at trial, Interest pursuant to Labor Code §§
12 218.6 and 1194(a), Civil Code §§ 3287 and § 3289, and reasonable attorneys' fees and costs and/or
13 penalties pursuant to Labor Code § 558(a).

14 **FIFTH CAUSE OF ACTION**

15 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

16 **(Lab. Code § 226)**

17 **(Plaintiff and Wage Statement Penalties Sub-Class)**

18 89. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
19 herein.

20 90. Labor Code section 226(a) states:

21 An employer, semimonthly or at the time of each payment of wages,
22 shall furnish to his or her employee, either as a detachable part of the
23 check, draft, or voucher paying the employee's wages, or separately if
24 wages are paid by personal check or cash, an accurate itemized
25 statement in writing showing (1) gross wages earned, (2) total hours
26 worked by the employee, except as provided in subdivision (j), (3) the
27 number of piece-rate units earned and any applicable piece rate if the
28 employee is paid on a piece-rate basis, (4) all deductions, provided that
all deductions made on written orders of the employee may be
aggregated and shown as one item, (5) net wages earned, (6) the
inclusive dates of the period for which the employee is paid, (7) the
name of the employee and only the last four digits of his or her social
security number or an employee identification number other than a
social security number, (8) the name and address of the legal entity that
is the employer and, if the employer is a farm labor contractor, as

1 defined in subdivision (b) of Section 1682, the name and address of the
2 legal entity that secured the services of the employer, and (9) all
3 applicable hourly rates in effect during the pay period and the
4 corresponding number of hours worked at each hourly rate by the
5 employee and, beginning July 1, 2013, if the employer is a temporary
6 services employer as defined in Section 201.3, the rate of pay and the
7 total hours worked for each temporary services assignment. The
8 deductions made from payment of wages shall be recorded in ink or
9 other indelible form, properly dated, showing the month, day, and year,
10 and a copy of the statement and the record of the deductions shall be
11 kept on file by the employer for at least three years at the place of
12 employment or at a central location within the State of California. For
13 purposes of this subdivision, 'copy' includes a duplicate of the itemized
14 statement provided to an employee or a computer-generated record that
15 accurately shows all of the information required by this subdivision.

9 91. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize the
10 "detachable part of the check" provision and the "accurate itemized statement in writing" provision
11 of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee
12 retains the right to elect to receive a written paper stub or record and that those who are provided with
13 electronic wage statements retain the ability to easily access the information and convert the electronic
14 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

15 92. Plaintiff is informed and believes that, at all relevant times during the applicable
16 limitations period, Defendants have failed to provide Plaintiff and **Wage Statement Class** members
17 with written wage statements as described above. Additionally, the wage statements issued to class
18 members failed to account for the unpaid minimum wages, overtime, and premium pay wages
19 described above.

20 93. Furthermore, Defendants failed to provide Plaintiff and **Wage Statement Class**
21 Members with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE
22 Opinion Letters. Plaintiff's and **Wage Statement Class** members' wage statements were only
23 provided in electronic format in violation of Labor Code § 226.

24 94. Defendants failed to comply with Labor Code section 226(a)(8) as the wage statements
25 issues to Plaintiff and **Wage Statement Class** Members failed to state "the name and address of the
26 legal entity that is the employer."

27 95. Plaintiff is informed and believes that Defendants' failure to provide Plaintiff and
28 **Wage Statement Class** members with accurate written wage statements was intentional in that

1 Defendants have the ability to provide them with accurate wage statements but have intentionally
2 provided them with written wage statements that Defendants have known do not comply with Labor
3 Code section 226(a).

4 96. Plaintiff and **Wage Statement Class** members have suffered injuries, in that
5 Defendants have violated their legal rights to receive accurate wage statements and have misled them
6 about their actual rates of pay and wages earned. In addition, inaccurate information on their wage
7 statements has prevented immediate challenges to Defendants' unlawful pay practices, has required
8 discovery and mathematical computations to determine the amount of wages owed, has caused
9 difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the
10 submission of inaccurate information about wages and deductions to federal and state government
11 agencies.

12 97. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of himself and **Wage**
13 **Statement Class** members, seeks the greater of actual damages or \$50.00 for the initial pay period in
14 which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period
15 in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of
16 \$4000.00 per class member, as well as awards of reasonable attorneys' fees and costs.

17 **SIXTH CAUSE OF ACTION**

18 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

19 **(Lab. Code §§ 201-203)**

20 **(Plaintiff and Waiting Time Penalties Sub-Class)**

21 98. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
22 herein.

23 99. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members have
24 been entitled, upon the end of their employment with Defendants, to timely payment of all wages
25 earned and unpaid before termination or resignation.

26 100. At all relevant times, pursuant to Labor Code section 201, employees who have been
27 discharged have been entitled to payment of all final wages immediately upon termination.

28 101. At all relevant times, pursuant to Labor Code section 202, employees who have

1 resigned after giving at least seventy-two (72) hours' notice of resignation have been entitled to
2 payment of all final wages at the time of resignation.

3 102. Plaintiff is informed and believes that, at all relevant times during the applicable
4 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
5 members all their final wages in accordance with the Labor Code.

6 103. Plaintiff is informed and believes that, at all relevant times during the applicable
7 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
8 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
9 sections 201 or 202 by failing to timely pay them all final wages.

10 104. Plaintiff is informed and believes, and thereupon alleges that Defendants' failure to
11 timely pay all final wages to him and **Waiting Time Penalties Sub-Class** members has been willful
12 in that Defendants have the ability to pay final wages in accordance with Labor Code sections 201
13 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
14 requirements.

15 105. Pursuant to Labor Code sections 203 and 218.6, Plaintiff, on behalf of himself and
16 **Waiting Time Penalties Sub-Class** members, seeks waiting time penalties from the dates that their
17 final wages have first become due until paid, up to a maximum of thirty days, and interest thereon.

18 106. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
19 and/or the common fund doctrine, Plaintiff, on behalf of himself and **Waiting Time Penalties Sub-**
20 **Class** members, seeks awards of reasonable attorneys' fees and costs.

21 **SEVENTH CAUSE OF ACTION**

22 **FAILURE TO INDEMNIFY**

23 **(Lab. Code § 2802)**

24 **(Plaintiff and Reimbursement Class)**

25 107. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
26 herein.

27 108. Labor Code section 2802(a) states:

28 An employer shall indemnify his or her employee for all necessary

1 expenditures or losses incurred by the employee in direct consequence
2 of the discharge of his or her duties, or of his or her obedience to the
3 directions of the employer, even though unlawful, unless the employee,
at the time of obeying the directions, believed them to be unlawful.

4 109. Plaintiff and **Expense Reimbursement Class** members were not reimbursed for
5 business expenses incurred in executing their duties under Defendant's employ. Specifically, Plaintiff
6 and **Expense Reimbursement Class Members** were required to use their personal cellular phones
7 for work-related duties. Plaintiff and **Expense Reimbursement Class Members** were not reimbursed
8 for these necessary work-related expenses.

9 110. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to
10 restitution for all unpaid amounts due and owing to within four (4) years of the date of the filing of
11 the Complaint and until the date of entry of judgment.

12 111. Plaintiff, on behalf of himself, and **Expense Reimbursement Class** members, seeks
13 interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys' fees and
14 costs pursuant to Code of Civil Procedure section 1021.5.

15 **EIGHTH CAUSE OF ACTION**

16 **UNFAIR COMPETITION**

17 **(Bus. & Prof. Code §§ 17200 *et seq.*)**

18 **(Plaintiff and UCL Class)**

19 112. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
20 herein.

21 113. Business and Professions Code section 17200 defines "unfair competition" to include
22 any unlawful business practice.

23 114. Business and Professions Code sections 17203-17204 allow a person who has lost
24 money or property as a result of unfair competition to bring a class action in accordance with Code
25 of Civil Procedure section 382 to recover money or property that may have been acquired from
26 similarly situated persons by means of unfair competition.

27 115. California law requires employers to pay hourly, non-exempt employees for all hours
28 they are permitted or suffered to work, including hours that the employer knows or reasonable should

1 know that employees have worked.

2 116. Plaintiff and the **UCL Class** members re-allege and incorporate the FIRST, SECOND,
3 THIRD, FOURTH, AND SEVENTH, causes of action herein.

4 117. Plaintiff lost money or property as a result of the aforementioned unfair competition.

5 118. Defendants have or may have acquired money by means of unfair competition.

6 119. Plaintiff is informed and believes, and thereupon alleges that by committing the Labor
7 Code violations described in this Complaint, Defendants violated Labor Code sections 215, 216, 221,
8 225, 226.6, 226.7, 354, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and
9 2802 as well as applicable Wage Orders, which make it a misdemeanor to commit the violations
10 alleged herein.

11 120. Defendants have committed criminal conduct through their policies and practices of,
12 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-exempt
13 employees with compliant meal and rest periods; pay for all hours worked at the proper rates of pay;
14 receipt of wages; and reimbursement for necessary business expenditures.

15 121. Defendants' unlawful conduct as alleged in this Complaint amounts to and constitutes
16 unfair competition within the meaning of Business and Professions Code section 17200 *et seq.*
17 Business and Professions Code section 17200 *et seq.* protects against unfair competition and allows
18 a person who has suffered an injury-in-fact and has lost money or property as a result of an unfair,
19 unlawful or fraudulent business practice to seek restitution on his own behalf and on behalf of
20 similarly situated persons in a class action proceeding.

21 122. As a result of Defendants' violations of the Labor Code during the applicable
22 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
23 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants' conduct.

24 123. Plaintiff is informed and believes that other similarly situated persons have been
25 subject to the same unlawful policies or practices of Defendants.

26 124. Due to the unfair and unlawful business practices in violation of the Labor Code,
27 Defendants have gained a competitive advantage over other comparable companies doing business in
28 the State of California that comply with their legal obligations.

1 125. California’s Unfair Competition Law (“UCL”) permits civil recovery and injunctive
2 relief for “any unlawful, unfair or fraudulent business act or practice,” including if a practice or act
3 violates or is considered unlawful under any other state or federal law.

4 126. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,
5 Plaintiff requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
6 Defendants, and each of them, and their agents and employees, from further violations of the Labor
7 Code and applicable Wage Orders.

8 127. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiff
9 requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
10 Defendants, and each of them, and their agents and employees, from further violations of the Labor
11 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seeks
12 an order permanently enjoining Defendants, and each of them, and their respective agents and
13 employees, from further violations of the Labor Code and applicable Industrial Welfare Commission
14 Wage Orders.

15 128. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
16 himself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully
17 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
18 and unfair business practices.

19 129. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
20 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
21 reasonable attorneys’ fees in connection with their unfair competition claims.

22 130. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
23 himself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully
24 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
25 and unfair business practices.

26 131. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
27 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
28 reasonable attorneys’ fees in connection with their unfair competition claims.

1 **NINTH CAUSE OF ACTION**

2 **CIVIL PENALTIES**

3 **(Lab. Code §§ 2698, *et seq.*)**

4 132. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

5 133. During the applicable limitations period, Defendants have violated Labor Code §§
6 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12,
7 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.

8 134. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of himself
9 and other current and former employees, to bring a representative civil action to recover civil penalties
10 pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or
11 maintained as a class action pursuant to Code of Civil Procedure section 382.

12 135. Plaintiff, a former employee against whom Defendants committed one or more of the
13 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
14 within the meaning of Labor Code § 2699(c). Plaintiff was employed by Defendants as a non-exempt
15 hourly employee in California. Aggrieved Employees include all non-exempt hourly employees of
16 Defendants within the state of California from one year prior to the date of this letter and continuing
17 through the present (Plaintiff and Aggrieved Employees are collectively referred to herein as
18 “Aggrieved Employees”)

19 136. In addition to the various Labor Code violations alleged herein, The IWC Wage Order
20 requires employers to maintain the temperature in each work area providing reasonable comfort
21 consistent with industry wide standards for the nature of the process and the work performed. The
22 IWC Wage Order states: “the temperature maintained in each work area shall provide reasonable
23 comfort consistent with industry-wide standards for the nature of the process and the work performed.
24 If excessive heat or humidity is created by the work process, the employer shall take all feasible means
25 to reduce such excessive heat or humidity to a degree providing reasonable comfort.”

26 137. Defendants failed to reduce excessive heat to a degree providing employees with
27 reasonable comfort. The temperature in Defendants’ workspace was well above what is legally
28 allowed constituting violations of Labor Code § 1198 and § 2699(f)(2).

1 138. Plaintiff has complied with the procedures for bringing suit specified in Labor Code §
2 2699.3. Notice was provided to the California Labor & Workforce Development Agency (“LWDA”)
3 and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an intent to
4 investigate.

5 139. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
6 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 221, 226.7, 226(a), 510,
7 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802:

- 8 i. For violations of Labor Code §§ 201, 202, 203, 221, 226.7, 1174, 1194, 1198
9 and 2802, one hundred dollars (\$100) for each employee per pay period for
10 each initial violation and two hundred dollars (\$200) for each employee per
11 pay period for each subsequent violation (penalties set by Labor Code §
12 2699(f)(2));
- 13 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty
14 (30) days’ pay as waiting time (penalties set by Labor Code § 256);
- 15 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
16 employee for each initial violation that was neither willful nor intentional, two
17 hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully
18 withheld from each employee, for each initial violation that was either willful
19 or intentional, and two hundred dollars (\$200) for each employee, plus twenty-
20 five percent (25%) of the amount unlawfully withheld from each employee,
21 for each subsequent violation, regardless of whether the subsequent violation
22 was either willful or intentional (penalties set by Labor Code § 210);
- 23 iv. For violations of Labor Code § 226(a), if this action is deemed to be an initial
24 citation, two hundred and fifty dollars (\$250) for each employee for each
25 violation. Alternatively, if an initial citation or its equivalent occurred before
26 the filing of this action, one thousand dollars (\$1,000) for each employee for
27 each violation (penalties set by Labor Code § 226.3);
- 28 v. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each

1 employee for each initial pay period for which the employee was underpaid,
2 and one hundred dollars (\$100) for each employee for each subsequent pay
3 period for which the employee was underpaid (penalties set by Labor Code §
4 558);

5 vi. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
6 aggrieved employee for each initial violation of Labor Code § 1197 that was
7 intentional and two hundred and fifty dollars (\$250) for each aggrieved
8 employee per pay period for each subsequent violation of Labor Code § 1197,
9 regardless of whether the initial violation was intentional (penalties set by
10 Labor Code § 1197.1);

11 vii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable
12 attorneys' fees and costs in connection with Plaintiff's claims for civil
13 penalties.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff, on behalf of himself, all others similarly situated, and the general
16 public, prays for relief and judgment against Defendants as follows:

- 17 a. An order that the action be certified as a class action;
18 b. An order that Plaintiff be appointed class representative;
19 c. An order that counsel for Plaintiff be appointed class counsel;
20 d. Unpaid wages and overtime;
21 e. Actual damages;
22 f. Liquidated damages;
23 g. Unreimbursed expenses;
24 h. Restitution;
25 i. Declaratory relief;
26 j. Pre-judgment interest;
27 k. Statutory penalties;
28 l. Civil penalties;

- m. Costs of suit;
- n. Reasonable attorneys' fees; and
- o. Such other relief as the Court deems just and proper.

Dated: May 9, 2025

D.LAW, INC.



David Yermian
David Keledjian
Elizabeth Harrier
Attorneys for Plaintiff
SIMON CASTELLANOS, and the putative class

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DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself, all other similarly situated, and the general public, hereby demands a jury trial on all issues so triable.

Dated: May 9, 2025 D.LAW, INC.



David Yermian
David Keledjian
Elizabeth Harrier
Attorneys for Plaintiff
SIMON CASTELLANOS, and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd., Suite 840, Glendale, CA 91203.

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[X] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

[] (BY OVERNIGHT DELIVERY) I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

[X] (BY ELECTRONIC TRANSMISSION) I electronically served the foregoing document in PDF format. I caused a true copy of the foregoing document(s) listed above to be served by electronic email transmission at the time shown on each transmission, to each interested party at the email address(es) shown above. Each transmission was reported as complete and without error.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 9, 2025, at Glendale, California.


Jordan Floyd