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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA**

RICARDO CONTRERAS, SERGIO
NAVARRO, individuals, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

CELLCO PARTNERSHIP dba VERIZON
WIRELESS and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 22CV404383

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

1. Failure to Reimburse Business Expenses
2. Failure to Provide Required Meal Periods
3. Failure to Provide Required Rest Periods
4. Failure to Pay Overtime Wages
5. Failure to Pay Minimum Wages
6. Failure to Pay All Wages Due to
Discharged and Quitting Employees
7. Failure to Maintain Required Records
8. Failure to Furnish Accurate, Itemized
Wage Statements
9. Unfair and Unlawful Business Practices
10. PAGA

DEMAND FOR JURY TRIAL

PLAINTIFFS RICARDO CONTRERAS and SERGIO NAVARRO ("PLAINTIFFS"),
individuals, demanding a jury trial, on behalf of themselves and all other persons similarly situated,
hereby allege as follows:

JURISDICTION AND VENUE

1. The Superior Court of the State of California has jurisdiction in this matter. PLAINTIFFS are citizens and residents of the State of California during the times material to this complaint. DEFENDANT CELLCO PARTNERSHIP dba VERIZON WIRELESS and DOES 1 through 50, inclusive (collectively, “DEFENDANTS”) regularly conduct business in California.

2. Venue is proper in this judicial district and Santa Clara County, California because PLAINTIFFS, and other persons similarly situated, performed work for DEFENDANTS in Santa Clara County and many of DEFENDANTS' unlawful actions and omissions, set forth herein, occurred in Santa Clara County.

PARTIES

3. PLAINTIFFS are citizens and residents of the State of California who, during the times material to this complaint, were employed by DEFENDANTS in Santa Clara County.

4. PLAINTIFFS, on behalf of PLAINTIFFS and other similarly situated current and former non-exempt employees of DEFENDANTS in the State of California at any time from four years prior to the filing of this action forward, and continuing while this action is pending, bring this class action to recover, among other things, reimbursement and restitution for the failure to indemnify employees for reasonable and necessary expenditures and/or losses incurred in discharging their duties, illegal meal and rest period policies, wages and penalties from unpaid wages earned and due, including but not limited to unpaid and illegally calculated overtime compensation, failure to pay minimum wage, failure to timely pay all wages due and owing, failure to properly calculate and pay sick time, failure to pay all wages due to discharged or quitting employees, failure to maintain required records, failure to provide accurate itemized wage statements, and interest, attorneys' fees, costs, and expenses.

5. PLAINTIFFS bring this action on behalf of themselves and the following similarly situated class of individuals (“CLASS MEMBERS”):

1 All current and former non-exempt employees of DEFENDANTS in the
2 State of California at any time within the period beginning from September
3 1, 2018 to final judgment (“CLASS PERIOD”).

4 6. PLAINTIFFS reserve the right to name additional class representatives

5 7. DEFENDANT CELLCO PARTNERSHIP dba VERIZON WIRELESS is, and at all
6 times relevant hereto was, a wholly-owned subsidiary of Verizon Communications, Inc. and is
7 organized and existing under the laws of the State of Delaware. DEFENDANT CELLCO
8 PARTNERSHIP dba VERIZON WIRELESS conducts business in the State of California under the
9 name “Verizon.” Specifically, DEFENDANT CELLCO PARTNERSHIP dba VERIZON
10 WIRELESS maintains offices and conducts business in Santa Clara County, State of California.

11 8. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
12 PLAINTIFFS at this time, and PLAINTIFFS therefore sue such defendants under fictitious names.
13 PLAINTIFFS allege that each defendant designated as a DOE is in some manner highly responsible
14 for the occurrences alleged herein, and that PLAINTIFFS and CLASS MEMBERS’ injuries and
15 damages, as alleged herein, were proximately caused by the conduct of such DOE DEFENDANTS.
16 PLAINTIFFS will seek leave of the court to amend this complaint to allege the true names and
17 capacities of such DOE DEFENDANTS when ascertained.

18 9. At all relevant times herein, DEFENDANTS were the joint employers of
19 PLAINTIFFS and CLASS MEMBERS. PLAINTIFFS allege that at all times material to this
20 complaint DEFENDANTS were the alter egos, divisions, affiliates, integrated enterprises, joint
21 employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents,
22 partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Each defendant was
23 completely dominated by his, her, or its co-defendant, and each was the alter ego of the other.

24 10. At all relevant times herein, PLAINTIFFS and CLASS MEMBERS were employed
25 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly
26 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,
27 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFFS and
28 CLASS MEMBERS all wages earned and due, through methods and schemes which include, but
are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods; failing

1 to properly maintain records; failing to provide accurate itemized statements for each pay period;
2 failing to properly compensate PLAINTIFFS and CLASS MEMBERS for necessary expenditures;
3 requiring, permitting or suffering the employees to work off the clock, in violation of the California
4 Labor Code (“Labor Code”) and the applicable Industrial Welfare Commission (“IWC”) Wage
5 Order.

6 11. PLAINTIFFS allege that each and every one of the acts and omissions alleged herein
7 were performed by, and/or attributable to, all DEFENDANTS, each acting as agents and/or
8 employees, and/or under the direction and control of, each of the other DEFENDANTS, and that
9 said acts and failures to act were within the course and scope of said agency, employment and/or
10 direction and control.

11 12. As a direct and proximate result of the unlawful actions of DEFENDANTS,
12 PLAINTIFFS and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings
13 in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this
14 Court.

15 **CLASS ACTION ALLEGATIONS**

16 13. This action is appropriately suited for a class action because:

17 A. The potential class is a significant number. Joinder of all current and former
18 employees individually would be impractical.

19 B. This action involves common questions of law and fact to the potential class
20 because the action focuses on the DEFENDANTS’ systematic course of illegal employment and
21 payroll practices and policies, which was applied to all current and former non-exempt employees
22 of DEFENDANTS in violation of the Labor Code, IWC Wage Orders, and the California Business
23 and Professions Code which prohibits unfair business practices arising from such violations.

24 C. The claims of PLAINTIFFS are typical of the class because DEFENDANTS
25 subjected all current and former non-exempt employees of DEFENDANTS to the identical
26 violations of the Labor Code, the applicable IWC Wage Order, and the California Business and
27 Professions Code.

28 D. PLAINTIFFS are able to fairly and adequately protect the interests of all

1 members of the class because it is in his best interests to prosecute the claims alleged herein to
2 obtain full compensation due to the class for all services rendered and hours worked.

3 **FIRST CAUSE OF ACTION**

4 **Failure to Reimburse Business Expenses**

5 **[Cal. Labor Code § 2802]**

6 14. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the
7 allegations in all preceding paragraphs.

8 15. Labor Code § 2802 provides that “[a]n employer shall indemnify his or her employee
9 for all necessary expenditures or losses incurred by the employee in direct consequence of the
10 discharge of his or her duties.”

11 16. In order to discharge their duties for DEFENDANTS, PLAINTIFFS and CLASS
12 MEMBERS were required and/or expected by DEFENDANTS to use their own personal cell
13 phones and data/text plans regardless of whether they were working inside DEFENDANTS
14 locations or not. However, DEFENDANTS did not fully pay for expenses incurred as a result of
15 PLAINTIFFS’ and CLASS MEMBERS’ use of their personal cell phone and data/text plans in
16 carrying out their duties. Additionally, during Covid-19 when DEFENDANTS’ retail stores were
17 closed, DEFENDANTS required its employees to work remotely. However, DEFENDANTS did
18 not reimburse PLAINTIFFS and CLASS MEMBERS for the expenses they incurred while working
19 remotely, including, but not limited to, home internet expenses.

20 17. PLAINTIFFS and CLASS MEMBERS are entitled to reimbursement for these
21 necessary expenditures, plus interest and attorneys’ fees and costs, under Labor Code § 2802.

22 18. As a result of DEFENDANTS’ violations of Labor Code § 2802, DEFENDANTS
23 are also liable for attorneys’ fees and costs under Labor Code § 2802(c).

24 **SECOND CAUSE OF ACTION**

25 **Failure to Provide Required Meal Periods**

26 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 7-2001, § 11]**

27 19. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the
28 allegations in all preceding paragraphs.

20. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and practices to deprive their current and former non-exempt employees all wages earned and due, DEFENDANTS required, permitted or otherwise suffered PLAINTIFFS and CLASS MEMBERS to take less than the 30-minute meal period, or to work through them, and have failed to otherwise provide the required meal periods to PLAINTIFFS and CLASS MEMBERS pursuant to Labor Code § 226.7, 512 and IWC Order No. 7-2001, § 11.

21. DEFENDANTS further violated Labor Code §§ 226.7 and IWC Wage Order No. 7-2001, § 11 by failing to compensate PLAINTIFFS and CLASS MEMBERS who were not provided with a meal period, in accordance with the applicable IWC Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that a meal period was not provided.

22. DEFENDANTS further violated Labor Code §§ 226.7, 510, 1194, 1197, and IWC Wage Order No. 7-2001 by failing to compensate PLAINTIFFS and CLASS MEMBERS for all hours worked during their meal periods.

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

THIRD CAUSE OF ACTION

Failure to Provide Required Rest Periods

[Cal. Labor Code §§ 226.7; IWC Wage Order No. 7-2001, § 12]

24. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

25. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and practices to deprive their current and former non-exempt employees all wages earned and due, DEFENDANTS failed to provide rest periods to PLAINTIFFS and CLASS MEMBERS as required under Labor Code §§ 226.7 and IWC Wage Order No. 7-2001, § 12.

26. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 7-2001, § 12 by failing to pay PLAINTIFFS and CLASS MEMBERS who were not provided with a

1 rest period, in accordance with the applicable IWC Wage Order, one additional hour of
2 compensation at each employee's regular rate of pay for each workday that a rest period was not
3 provided.

4 27. As a proximate result of the aforementioned violations, PLAINTIFFS and CLASS
5 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned
6 and due, interest, penalties, attorneys' fees, expenses, and costs of suit.

7 **FOURTH CAUSE OF ACTION**

8 **Failure to Pay Overtime Wages**

9 **[Cal. Labor Code §§ 510, 1194, 1197.1, 1198; IWC Wage Order No. 7-2001, § 3]**

10 28. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the
11 allegations in all preceding paragraphs.

12 29. Pursuant to Labor Code §§ 510, 1194, and IWC Wage Order No. 7-2001, § 3,
13 DEFENDANTS are required to compensate PLAINTIFFS and CLASS MEMBERS for all
14 overtime, which is calculated at one and one-half times the regular rate of pay for all hours worked
15 in excess of 8 hours per day and/or 40 hours per week, and for the first 8 hours on the seventh
16 consecutive workday, with double time for all hours worked in excess of 12 hours in any workday
17 and for all hours worked in excess of 8 hours on the seventh consecutive day of work in any
18 workweek.

19 30. PLAINTIFFS and CLASS MEMBERS are current and former non-exempt
20 employees of DEFENDANTS entitled to the protections of Labor Code §§ 510, 1194, and IWC
21 Wage Order No. 7-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate
22 PLAINTIFFS and CLASS MEMBERS for all overtime hours worked as required under the
23 foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to
24 pay overtime at one and one-half or double the regular rate of pay as provided by Labor Code §§
25 510, 1194, and IWC Wage Order No. 7-2001, § 3; requiring, permitting or suffering PLAINTIFFS
26 and CLASS MEMBERS to work off the clock; requiring, permitting or suffering PLAINTIFFS and
27 CLASS MEMBERS to work through meal and rest breaks; miscalculated the regular rate of pay;
28 illegally and inaccurately recording time in which PLAINTIFFS and CLASS MEMBERS worked;

1 failing to properly maintain PLAINTIFFS' and CLASS MEMBERS' records; and other methods to
2 be discovered.

3 31. In violation of California law, DEFENDANTS have knowingly and willfully
4 refused to perform their obligations to compensate PLAINTIFFS and CLASS MEMBERS for all
5 wages earned and all hours worked. As a proximate result, PLAINTIFFS and CLASS MEMBERS
6 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
7 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
8 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
9 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

10 32. DEFENDANTS' conduct described herein violates Labor Code §§ 510, 1194, 1198
11 and IWC Wage Order No. 7-2001, § 3. Therefore, pursuant to Labor Code §§ 200, 203, 226, 558,
12 1194, 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders,
13 PLAINTIFFS and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed
14 to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

15 **FIFTH CAUSE OF ACTION**

16 **Failure to Pay Minimum Wages**

17 **[Cal. Labor Code §§ 1194, 1197; IWC Wage Order No. 7-2001, § 4]**

18 33. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the
19 allegations in all preceding paragraphs.

20 34. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 7-
21 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked
22 in a payroll period is unlawful.

23 35. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFFS and
24 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
25 permitting or suffering PLAINTIFFS and CLASS MEMBERS to work off the clock; requiring,
26 permitting or suffering PLAINTIFFS and CLASS MEMBERS to work through meal and rest
27 breaks; illegally and inaccurately recording time in which PLAINTIFFS and CLASS MEMBERS
28 worked; failing to properly maintain PLAINTIFFS' and CLASS MEMBERS' records; and other

1 methods to be discovered.

2 36. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194,
3 1197, and IWC Wage Order No. 7-2001, § 4. As a proximate result of the aforementioned
4 violations, PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to
5 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1,
6 and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFFS and
7 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
8 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

9 **SIXTH CAUSE OF ACTION**

10 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

11 **[Cal. Labor Code §§ 201, 202, 203, 204, 256]**

12 37. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the
13 allegations in all preceding paragraphs.

14 38. Pursuant to Labor Code § 201, 202, 203, and 204 DEFENDANTS are required to
15 pay all earned and unpaid wages to an employee who is discharged. Labor Code § 201 mandates
16 that if an employer discharges an employee, the employee's wages earned and unpaid at the time of
17 discharge are due and payable immediately.

18 39. Furthermore, pursuant to Labor Code § 202, DEFENDANTS are required to pay all
19 accrued wages due to an employee no later than 72 hours after the employee quits his or her
20 employment, unless the employee provided 72 hours previous notice of his or her intention to quit,
21 in which case the employee is entitled to his or wages at the time of quitting.

22 40. Labor Code § 203 provides that if an employer willfully fails to pay, in accordance
23 with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the
24 employer is liable for waiting time penalties in the form of continued compensation to the employee
25 at the same rate for up to 30 workdays.

26 41. Labor Code § 256 also imposes a civil penalty of up to 30 days wages on any
27 employer who violates Labor Code § 203.

28 42. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued,

1 wages and other compensation to PLAINTIFFS and CLASS MEMBERS in accordance with Labor
2 Code §§ 201 and 202.

3 43. As a result, PLAINTIFFS and CLASS MEMBERS are entitled to all available
4 statutory penalties, including the waiting time penalties provided in Labor Code §§ 203, 204, and
5 256, together with interest thereon, as well as other available remedies.

6 44. As a proximate result of DEFENDANTS' unlawful actions and omissions,
7 PLAINTIFFS and CLASS MEMBERS have been deprived of compensation in an amount
8 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are entitled
9 to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant to Labor
10 Code § 1194.

11 **SEVENTH CAUSE OF ACTION**

12 **Failure to Maintain Required Records**

13 **[Cal. Labor Code §§ 226, 1174, 1174.5; IWC Wage Order No. 7-2001, § 7]**

14 45. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the
15 allegations in all preceding paragraphs.

16 46. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and
17 practices to deprive PLAINTIFFS and CLASS MEMBERS of all wages earned and due,
18 DEFENDANTS knowingly and intentionally failed to maintain records as required under Labor
19 Code §§ 226, 1174, and IWC Wage Order No. 7-2001, § 7, including but not limited to the
20 following records: total daily hours worked by each employee; applicable rates of pay; all
21 deductions; meal periods; time records showing when each employee begins and ends each work
22 period; and accurate itemized statements.

23 47. As a proximate result of DEFENDANTS' unlawful actions and omissions,
24 PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at trial,
25 and are entitled to all wages earned and due, plus interest thereon. Additionally, PLAINTIFFS and
26 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
27 civil penalties pursuant to Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs,
28 expenses, and reasonable attorneys' fees, including but not limited to those provided in Labor Code

§ 226(e), as well as other available remedies.

EIGHTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements

[Cal. Labor Code §§ 226, 246; IWC Wage Order No. 7-2001, § 7]

48. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

49. During the CLASS PERIOD, DEFENDANTS routinely failed to provide PLAINTIFFS and CLASS MEMBERS with timely, accurate, and itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity or entities employing PLAINTIFFS and CLASS MEMBERS, and all applicable hourly rates in effect during each pay period, the corresponding number of hours worked at each hourly rate, and the correct regular rate of pay for overtime and sick pay in violation of Labor Code § 226 and IWC Wage Order No. 7-2001, § 7.

50. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed to provide PLAINTIFFS and CLASS MEMBERS with timely, accurate, and itemized wage statements in accordance with Labor Code § 226(a).

51. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFFS and CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to civil penalties pursuant to Labor Code §§ 226(e), 226.3, 246, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in Labor Code § 226(e), as well as other available remedies.

NINTH CAUSE OF ACTION

Unfair and Unlawful Business Practices

[Cal. Bus. & Prof. Code §§ 17200 et seq.]

52. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

53. Pursuant to California Labor Code § 204, for all labor performed between the 1st

1 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
2 employees between the 16th and 26th day of the month during which the labor was performed.
3 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
4 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
5 between the 1st and 10th day of the following calendar month. In addition, California Labor Code
6 § 204 provides that all wages earned for labor in excess of the normal work period shall be paid no
7 later than the payday of the next regular payroll period.

8 54. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to pay
9 PLAINTIFFS and CLASS MEMBERS all the wages they earned when due as required by
10 California Labor Code § 204.

11 55. DEFENDANTS' conduct described herein violates California Labor Code § 204.
12 As a proximate result of the aforementioned violations, PLAINTIFFS and CLASS MEMBERS
13 have been damaged in an amount according to proof at trial. Therefore, PLAINTIFFS and CLASS
14 MEMBERS are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS
15 in the form of restitution, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

16 56. Cal. Labor Code § 246 provides that an employer must provide any employee who,
17 on or after July 1, 2015, works in California for the same employer for 30 days or more within a
18 year from the start of employment, with paid sick days.

19 57. PLAINTIFFS and CLASS MEMBERS accrued a certain number of paid sick days
20 and were entitled to use these accrued paid sick days for purposes enumerated in Labor Code §
21 246.5(a)(1)-(2). DEFENDANTS violated the requirement of Cal. Labor Code § 246 when it failed
22 to implement policies and procedures that would allow PLAINTIFFS to accrue and use paid sick
23 days when permitted and failed to pay employees at the correct rate of pay.

24 58. Accordingly, pursuant to Labor Code §§ 248.5 and 558, PLAINTIFFS and CLASS
25 MEMBERS are entitled to the payment, in the form of restitution, of sick days unlawfully withheld
26 from them.

27 59. Each and every one of DEFENDANTS' acts and omissions in violation of the Labor
28 Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to

1 DEFENDANTS' failure and refusal to indemnify PLAINTIFFS and CLASS MEMBERS for
2 necessary expenditures and/or losses incurring in discharging their duties, DEFENDANTS' failure
3 and refusal to provide required meal periods, DEFENDANTS' failure and refusal to provide
4 required rest periods, DEFENDANTS' failure and refusal to pay overtime compensation,
5 DEFENDANTS' failure to pay minimum wages, DEFENDANTS' failure to timely pay all wages
6 due and owing; DEFENDANTS' failure to properly calculate and pay sick pay, DEFENDANTS'
7 failure and refusal to pay all wages due to discharged or quitting employees, DEFENDANTS'
8 failure and refusal to furnish accurate itemized wage statements; DEFENDANTS' failure and
9 refusal to maintain required records, constitutes an unfair and unlawful business practice under
10 California Business and Professions Code § 17200 et seq.

11 60. DEFENDANTS' violations of California wage and hour laws constitute a business
12 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over a
13 significant period of time, and in a systematic manner, to the detriment of PLAINTIFFS and CLASS
14 MEMBERS.

15 61. DEFENDANTS have avoided payment of wages, overtime wages, minimum wages,
16 meal periods, rest periods, and other benefits as required by the Labor Code, the California Code
17 of Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
18 record, report, and pay the correct sums of assessment to the state authorities under the Labor Code
19 and other applicable regulations.

20 62. As a result of DEFENDANTS' unfair and unlawful business practices,
21 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
22 of PLAINTIFFS, CLASS MEMBERS, and members of the public. DEFENDANTS should be
23 made to disgorge their ill-gotten gains and to restore them to PLAINTIFFS and CLASS
24 MEMBERS.

25 63. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFFS and
26 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not limited
27 to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFFS and CLASS
28 MEMBERS the wages and other compensation unlawfully withheld from them. PLAINTIFFS and

1 CLASS MEMBERS are entitled to restitution of all monies to be disgorged from DEFENDANTS
2 in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court.

3 **TENTH CAUSE OF ACTION**

4 **The Labor Code Private Attorneys General Act of 2004**

5 **(Labor Code §§ 2699 *et seq.*)**

6 64. Plaintiff Ricardo Contreras re-allege and incorporate the foregoing
7 paragraphs as though fully set forth herein.

8 65. As alleged above, Defendant failed to comply with the California Labor
9 Code. As such, Plaintiff Ricardo Contreras is an “aggrieved employee(s)” as defined in Labor Code
10 § 2699(a). Pursuant to Labor Code § 2699, the Labor Code Private Attorneys General Act of 2004,
11 Plaintiff Ricardo Contreras brings this action on behalf of himself and other current and former non-
12 exempt employees of Cellco Partnership dba Verizon Wireless against Cellco Partnership dba
13 Verizon Wireless, and seek recovery of applicable civil penalties as follows:

14 a. where civil penalties are specifically provided in the Labor code for each of the violations
15 alleged herein, Plaintiffs seek recovery of such penalties;

16 b. where civil penalties are not established in the Labor Code for each of the violations
17 alleged herein, Plaintiffs seek recovery of the penalties established in § 2699(e) of the Labor Code
18 Private Attorneys General Act of 2004, and in accordance with § 200.5 of the Labor Code.

19 66. On August 26, 2022, Plaintiff Ricardo Contreras caused to be served written
20 notice, via certified mail, to the Labor and Workforce Development Agency and to Defendant,
21 Cellco Partnership dba Verizon Wireless, of Plaintiff’s intent to amend the complaint to add a cause
22 of action pursuant to Labor Code §§ 2699 *et seq.*

23 67. On August 30, 2022, Plaintiff caused to be served a corrected written notice,
24 via certified mail, to the Labor and Workforce Development Agency and to Defendant, Cellco
25 Partnership dba Verizon Wireless, correcting the spelling of Plaintiff’s last name.

26 68. The Labor and Workforce Development Agency declined to issue notice of
27 its intention to pursue civil penalties in response to either Notice. Labor Code § 2699(a)(2)(C)
28 authorizes Plaintiff, as a matter of right, to amend the existing complaint to add a claim arising

1 under PAGA within 60 days of the specified time periods. Accordingly, Plaintiff commenced this
2 PAGA claim for civil remedies as provided for under Labor Code § 2699.

3 69. Plaintiff, on behalf of himself and similarly situated non-exempt aggrieved
4 employees, request relief as described below.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, PLAINTIFFS, individually and on behalf of all other persons similarly
7 situated, respectfully pray for relief against DEFENDANTS and DOES 1 through 50, inclusive, and
8 each of them, as follows:

- 9 1. For compensatory damages in an amount to be ascertained at trial;
- 10 2. For restitution of all monies due to PLAINTIFFS and CLASS MEMBERS, as well
11 as disgorged profits from the unfair and unlawful business practices of DEFENDANTS;
- 12 3. For meal and rest period compensation pursuant to Labor Code § 226.7 and IWC
13 Wage Order No. 7-2001;
- 14 4. For liquidated damages pursuant to Labor Code §§ 1194.2 and 1197.1;
- 15 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
16 violating the relevant provisions of the Labor Code and the IWC Wage Orders, and from engaging
17 in the unlawful business practices complained of herein;
- 18 6. For waiting time penalties pursuant to Labor Code § 203;
- 19 7. For statutory and civil penalties according to proof, including but not limited to all
20 penalties authorized by the Labor Code §§ 210, 226(e), 226.3, 248.5, 256, 558, 1174.5, 1197.1 and
21 2698 *et seq*;
- 22 8. For interest on the unpaid wages at 10% per annum pursuant to Labor Code §§ 218.6,
23 1194, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-
24 judgment interest;
- 25 9. For reasonable attorneys' fees and costs pursuant to Labor Code §§ 218.5, 1194,
26 California Civil Code § 1021.5, and/or any other applicable provisions providing for attorneys' fees
27 and costs;
- 28 10. For declaratory relief;

11. For an order requiring and certifying this case as a class action;

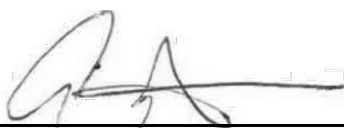
12. For an order appointing PLAINTIFFS as class representative, and PLAINTIFFS' counsel as class counsel; and

13. For such further relief that the Court may deem just and proper.

DEMAND FOR JURY TRIAL

PLAINTIFFS, on behalf of themselves and all others similarly situated, hereby demand a jury trial with respect to all issues triable of right by jury.

Dated: November 28, 2022

By: 
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