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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

JOHNNY GARCIA and SERGIO SANCHEZ,
individuals, on behalf of themselves, and on
behalf of all persons similarly situated,

Plaintiffs,

v.

STALEY TECHNOLOGIES LITTLE ROCK,
LLC, an Arkansas Limited Liability
Company, STALEY, INC. dba STALEY
TECHNOLOGIES, an Arkansas Corporation,
and DOES 1-50, Inclusive,

Defendants.

Case No: **CVRI2204614**

CLASS ACTION COMPLAINT FOR:

- 1) UNFAIR COMPETITION IN VIOLATION
OF CAL. BUS. & PROF. CODE §17200 *et*
seq;
- 2) FAILURE TO PAY MINIMUM WAGES IN
VIOLATION OF CAL. LAB. CODE §§
1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES
IN VIOLATION OF CAL. LAB. CODE §§
510, *et seq*;

- 4) FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 6) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
- 7) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
- 8) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226.
- 9) CIVIL PENALTIES PURSUANT TO LABOR CODE §2699, *ET SEQ.*, FOR VIOLATIONS OF LABOR CODE §§ 201, 202, 203, 204, 210, 218.6, 221, 226, 226.3, 226(A), 226(A)(8), 226.3, 226.7, 227.3, 246, 351, 353, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 2802, AND THE CALIFORNIA CODE OF REGULATIONS;
- 10) WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY; and
- 11) VIOLATION OF GOVT. CODE §12940- RACIAL DISCRIMINATION

DEMAND FOR A JURY TRIAL

PLAINTIFFS JOHNNY GARCIA and SERGIO SANCHEZ (“PLAINTIFFS”), individuals, on behalf of themselves and all other similarly situated current and former employees, allege on information and belief, except for their own acts and knowledge which are based on personal knowledge, the following:

PRELIMINARY ALLEGATIONS

1. Defendant STALEY TECHNOLOGIES LITTLE ROCK, LLC, an Arkansas Limited Liability Company, and STALEY, INC. dba STALEY TECHNOLOGIES, an Arkansas

1 Corporation (“DEFENDANT”) that at all relevant times mentioned herein conducted and
2 continues to conduct substantial and regular business in California.

3 2. DEFENDANT owns, operates, and/or manages a business that deploys technology
4 to other companies with several locations, including in the state of California, and the county of
5 Riverside, where PLAINTIFFS worked.

6 3. PLAINTIFF JOHNNY GARCIA, was employed by DEFENDANT in California
7 from February of 2018 to March of 2022 as a non-exempt employee, paid in part an hourly basis
8 and non-discretionary bonuses, and entitled to the legally required meal and rest periods and
9 payment of minimum and overtime wages due for all time worked.

10 4. PLAINTIFF SERGIO SANCHEZ was employed by DEFENDANT in California
11 from August of 2017 to March of 2022 as a non-exempt employee, paid in part an hourly basis,
12 and entitled to the legally required meal and rest periods and payment of minimum and overtime
13 wages due for all time worked.

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

20 6. PLAINTIFFS bring this Class Action on behalf of themselves and a
21 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses
22 incurred during the CLASS PERIOD caused by DEFENDANT’s uniform policy and practice
23 which failed to lawfully compensate these employees. DEFENDANT’s uniform policy and
24 practice alleged herein was an unlawful, unfair, and deceptive business practice whereby
25 DEFENDANT retained and continues to retain wages due to PLAINTIFFS and the other members
26 of the CALIFORNIA CLASS. PLAINTIFFS and the other members of the CALIFORNIA
27 CLASS seek an injunction enjoining such conduct by DEFENDANT in the future, relief for the
28 named PLAINTIFFS and the other members of the CALIFORNIA CLASS who have been

1 economically injured by DEFENDANT's past and current unlawful conduct, and all other
2 appropriate legal and equitable relief.

3 7. The true names and capacities, whether individual, corporate, subsidiary,
4 partnership, associate or otherwise of DEFENDANTS DOES 1 through 50, inclusive, are
5 presently unknown to PLAINTIFFS who therefore sue these DEFENDANTS by such fictitious
6 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFFS will seek leave to amend this
7 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they are
8 ascertained. PLAINTIFFS are informed and believe, and based upon that information and belief
9 alleges, that the DEFENDANTS named in this Complaint, including DOES 1 through 50,
10 inclusive, are responsible in some manner for one or more of the events and happenings that
11 proximately caused the injuries and damages hereinafter alleged.

12 8. The agents, servants and/or employees of the Defendants and each of them acting
13 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
14 agent, servant and/or employee of the Defendants, and personally participated in the conduct
15 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
16 Consequently, the acts of each Defendant are legally attributable to the other Defendants and all
17 Defendants are jointly and severally liable to PLAINTIFFS and the other members of the
18 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
19 Defendants' agents, servants and/or employees.

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

26 10. DEFENDANTS were PLAINTIFFS' employers or persons acting on behalf of
27 PLAINTIFFS' employer either individually or as an officer, agent, or employee of another person,
28 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any

1 employee a wage less than the minimum fixed by California state law, and as such, are subject to
2 civil penalties for each underpaid employee.

3 11. DEFENDANT's uniform policies and practices alleged herein were unlawful,
4 unfair, and deceptive business practices whereby DEFENDANT retained and continue to retain
5 wages due to PLAINTIFFS and other members of the CALIFORNIA CLASS.

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

11 **JURISDICTION AND VENUE**

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

16 14. Venue is proper in this Court pursuant to California Code of Civil Procedure,
17 Sections 395 and 395.5, because DEFENDANT operates in locations across California, employs
18 the CALIFORNIA CLASS across California, including in this County, and committed the
19 wrongful conduct herein alleged in this County against the CALIFORNIA CLASS.

20 **THE CONDUCT**

21 15. In violation of the applicable sections of the California Labor Code and the
22 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a
23 matter of company policy, practice, and procedure, intentionally, knowingly, and systematically
24 failed to provide legally compliant meal and rest periods, failed to accurately compensate
25 PLAINTIFFS and the other members of the CALIFORNIA CLASS for missed meal and rest
26 periods, failed to pay PLAINTIFFS and the other members of the CALIFORNIA CLASS for all
27 time worked, failed compensate PLAINTIFFS and other members of the CALIFORNIA CLASS
28 for off-the-clock work, failed to pay PLAINTIFFS and the other members of the CALIFORNIA

1 CLASS overtime at the correct regular rate of pay, failed to compensate PLAINTIFFS and other
2 members of the CALIFORNIA CLASS meal rest premiums at the regular rate, failed to reimburse
3 PLAINTIFFS and other CALIFORNIA CLASS Members for business expenses, and failed to
4 issue to PLAINTIFFS and the members of the CALIFORNIA CLASS with accurate itemized
5 wage statements showing, among other things, all applicable hourly rates in effect during the pay
6 periods and the corresponding amount of time worked at each hourly rate. DEFENDANT's
7 uniform policies and practices are intended to purposefully avoid the accurate and full payment
8 for all time worked as required by California law which allows DEFENDANT to illegally profit
9 and gain an unfair advantage over competitors who comply with the law. To the extent equitable
10 tolling operates to toll claims by the CALIFORNIA CLASS against DEFENDANT, the CLASS
11 PERIOD should be adjusted accordingly.

12 **A. Meal Period Violations**

13 16. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
14 required to pay PLAINTIFFS and CALIFORNIA CLASS Members for all their time worked,
15 meaning the time during which an employee is subject to the control of an employer, including
16 all the time the employee is suffered or permitted to work. From time to time during the CLASS
17 PERIOD, DEFENDANT required PLAINTIFFS and CALIFORNIA CLASS Members to work
18 without paying them for all the time they were under DEFENDANT's control. Specifically,
19 DEFENDANT required PLAINTIFFS to work while clocked out during what was supposed to
20 be PLAINTIFFS' off-duty meal break. Indeed, there were many days where PLAINTIFFS did
21 not even receive a partial lunch. As a result, the PLAINTIFFS and other CALIFORNIA CLASS
22 Members forfeited minimum wage and overtime compensation by regularly working without their
23 time being accurately recorded and without compensation at the applicable minimum wage and
24 overtime rates. DEFENDANT's uniform policy and practice not to pay PLAINTIFFS and other
25 CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANT's business
26 records.

27 17. From time to time during the CLASS PERIOD, as a result of their rigorous work
28 schedules and DEFENDANT's inadequate staffing practices, PLAINTIFFS and other

1 CALIFORNIA CLASS Members are from time to time unable to take thirty (30) minute off duty
2 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFFS and other
3 CALIFORNIA CLASS Members are required to perform work as ordered by DEFENDANT for
4 more than five (5) hours during some shifts without receiving a meal break. Further,
5 DEFENDANT fails to provide PLAINTIFFS and CALIFORNIA CLASS Members with a second
6 off-duty meal period for some workdays in which these employees are required by DEFENDANT
7 to work ten (10) hours of work. The nature of the work performed by PLAINTIFFS and other
8 CALIFORNIA CLASS Members does not qualify for the limited and narrowly construed “on-
9 duty” meal period exception. When they were provided with meal periods, PLAINTIFFS and
10 other CALIFORNIA CLASS Members were, from time to time, required to remain on duty and
11 on call. DEFENDANT’s failure to provide PLAINTIFFS and the CALIFORNIA CLASS
12 Members with legally required meal breaks is evidenced by DEFENDANT’s business records.
13 PLAINTIFFS and other members of the CALIFORNIA CLASS therefore forfeit meal breaks
14 without additional compensation and in accordance with DEFENDANT’s strict corporate policy
15 and practice.

16 **B. Rest Period Violations**

17 18. From time to time during the CLASS PERIOD, PLAINTIFFS and other
18 CALIFORNIA CLASS Members were also required to work in excess of four (4) hours without
19 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
20 DEFENDANT’s inadequate staffing. Further, for the same reasons, these employees were denied
21 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
22 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some
23 shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and
24 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
25 time to time. When they were provided with rest breaks, PLAINTIFFS and other CALIFORNIA
26 CLASS Members were, from time to time, required to remain on duty and/or on call.
27 PLAINTIFFS and other CALIFORNIA CLASS Members were also not provided with one-hour
28 wages *in lieu* thereof. As a result of their rigorous work schedules and DEFENDANT’s inadequate

1 staffing, PLAINTIFFS and other CALIFORNIA CLASS Members were from time to time denied
2 their proper rest periods by DEFENDANT and DEFENDANT's managers.

3 **C. Unreimbursed Business Expenses**

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

15 20. In the course of their employment, DEFENDANT required PLAINTIFFS and
16 other CALIFORNIA CLASS Members to use their personal cell phones as a result of and in
17 furtherance of their job duties. Specifically, PLAINTIFFS and other CALIFORNIA CLASS
18 Members were required to use their personal cell phones in order to perform work related tasks.
19 However, DEFENDANT unlawfully failed to reimburse PLAINTIFFS and other CALIFORNIA
20 CLASS Members for the use of their personal cell phones As a result, in the course of their
21 employment with DEFENDANT, the PLAINTIFFS and other CALIFORNIA CLASS Members
22 incurred unreimbursed business expenses that included, but were not limited to, costs related to
23 the use of their personal cell phones, all on behalf of and for the benefit of DEFENDANT.

24 **D. Wage Statement Violations**

25 21. California Labor Code Section 226 required an employer to furnish its employees
26 and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
27 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,
28 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the

1 name of the employee and only the last four digits of the employee's social security number or an
2 employee identification number other than a social security number, (8) the name and address of
3 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
4 period and the corresponding number of hours worked at each hourly rate by the employee.

5 22. From time to time during the CLASS PERIOD, when PLAINTIFFS and other
6 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurately for
7 missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also
8 failed to provide PLAINTIFFS and other CALIFORNIA CLASS Members with complete and
9 accurate wage statements which failed to show, among other things, all deductions, the total hours
10 worked and all applicable hourly rates in effect during the pay period, and the corresponding
11 amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed
12 meal and rest periods.

13 23. Further, from time to time, DEFENDANTS included Holiday, Sick, Missed Rest
14 Period Premium, and Vacation hours into the computation of total hours worked for purposes of
15 Cal. Lab. Code §226(a)(2), notwithstanding the fact that Holiday, Sick, Missed Rest Period
16 Premium, and Vacation hours are not considered hours worked. DEFENDANTS' inclusion of
17 Holiday, Sick, Missed Rest Period Premium, and Vacation hours into the total hours worked in
18 itemized wage statements issued to PLAINTIFFS and other CALIFORNIA CLASS Members
19 violates Cal. Lab. Code §226(a)(2).

20 24. In addition to the foregoing, DEFENDANT, from time to time, failed to provide
21 PLAINTIFFS and the CALIFORNIA CLASS Members with wage statements that comply with
22 Cal. Lab. Code § 226.

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

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E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations

26. During the CLASS PERIOD, from time-to-time DEFENDANT failed and continues to fail to accurately pay PLAINTIFFS and other members of the CALIFORNIA CLASS for all hours worked.

27. During the CLASS PERIOD, from time-to-time DEFENDANT required PLAINTIFFS and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift working. This resulted in PLAINTIFFS and other members of the CALIFORNIA CLASS to have to work while off-the-clock.

28. DEFENDANT directed and directly benefited from the undercompensated off-the-clock work performed by PLAINTIFFS and the other CALIFORNIA CLASS Members.

29. DEFENDANT controlled the work schedules, duties, and protocols, applications, assignments, and employment conditions of PLAINTIFFS and the other members of the CALIFORNIA CLASS.

30. DEFENDANT was able to track the amount of time PLAINTIFFS and the other members of the CALIFORNIA CLASS spent working; however, DEFENDANT failed to document, track, or pay PLAINTIFFS and the other members of the CALIFORNIA CLASS all wages earned and owed for all the work they performed.

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

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

33. DEFENDANT knew or should have known that PLAINTIFFS and the other members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.

1 34. As a result, PLAINTIFFS and the other members of the CALIFORNIA CLASS
2 forfeited wages due to them for all hours worked at DEFENDANT's direction, control, and
3 benefit for the time spent working while off-the-clock. DEFENDANT's uniform policy and
4 practice to not pay PLAINTIFFS and the members of the CALIFORNIA CLASS wages for all
5 hours worked in accordance with applicable law is evidenced by DEFENDANT's business
6 records.

7 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums,**
8 **and Redeemed Sick Pay**

9 35. From time to time during the CLASS PERIOD, DEFENDANT failed and
10 continues to fail to accurately calculate and pay PLAINTIFFS and the other CALIFORNIA
11 CLASS Members for their overtime and double time hours worked, meal and rest period
12 premiums, and redeemed sick pay. As a result, PLAINTIFFS and the other CALIFORNIA
13 CLASS Members forfeited wages due to them for working overtime without compensation at the
14 correct overtime and double time rates, meal and rest period premiums, and redeemed sick pay
15 rates. DEFENDANT's uniform policy and practice not to pay the CALIFORNIA CLASS
16 Members at the correct rate for all overtime and double time worked, meal and rest period
17 premiums, and redeemed sick pay in accordance with applicable law is evidenced by
18 DEFENDANT's business records.

19 36. State law provides that employees must be paid overtime at one-and-one-half times
20 their "regular rate of pay." PLAINTIFFS and other CALIFORNIA CLASS Members were
21 compensated at an hourly rate plus incentive pay that was tied to specific elements of an
22 employee's performance.

23 37. The second component of PLAINTIFFS' and other CALIFORNIA CLASS
24 Members' compensation was DEFENDANTS' non-discretionary incentive program that paid
25 PLAINTIFFS and other CLASS MEMBERS incentive wages based on their performance for
26 DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly
27 basis with bonus compensation when the employees met the various performance goals set by
28 DEFENDANTS.

1 38. However, from-time-to-time, when calculating the regular rate of pay, in those pay
2 periods where PLAINTIFFS and other CALIFORNIA CLASS members worked overtime, double
3 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-
4 discretionary bonus, DEFENDANTS failed to accurately include the non-discretionary bonus
5 compensation as part of the employees' "regular rate of pay" and/or calculated all hours worked
6 rather than just all non-overtime hours worked. Management and supervisors described the
7 incentive/bonus program to potential and new employees as part of the compensation package.
8 As a matter of law, the incentive compensation received by PLAINTIFFS and other
9 CALIFORNIA CLASS members must be included in the "regular rate of pay." The failure to do
10 so has resulted in a systematic underpayment of overtime and double time compensation, meal
11 and rest period premiums, and redeemed sick pay to PLAINTIFFS and other CALIFORNIA
12 CLASS members by DEFENDANTS. Specifically, California Labor Code Section 246 mandates
13 that paid sick time for non-employees shall be calculated in the same manner as the regular rate
14 of pay for the workweek in which the non-exempt employee uses paid sick time, whether or not
15 the employee actually works overtime in that workweek. DEFENDANTS' conduct, as articulated
16 herein, by failing to include the incentive compensation as part of the "regular rate of pay" for
17 purposes of sick pay compensation was in violation of Cal. Lab. Code § 246 the underpayment of
18 which is recoverable under Cal. Labor Code Sections 201, 202, 203 and/or 204.

19 39. In violation of the applicable sections of the California Labor Code and the
20 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a
21 matter of company policy, practice, and procedure, intentionally and knowingly failed to
22 compensate PLAINTIFFS and the other members of the CALIFORNIA CLASS at the correct
23 rate of pay for all overtime and double time worked, meal and rest period premiums, and sick pay.
24 This uniform policy and practice of DEFENDANT is intended to purposefully avoid the payment
25 of the correct overtime and double time compensation, meal and rest period premiums, and sick
26 pay as required by California law which allowed DEFENDANT to illegally profit and gain an
27 unfair advantage over competitors who complied with the law. To the extent equitable tolling
28

operates to toll claims by the CALIFORNIA CLASS members against DEFENDANT, the CLASS PERIOD should be adjusted accordingly.

G. Violations for Untimely Payment of Wages

40. Pursuant to California Labor Code section 204, PLAINTIFFS and the CALIFORNIA CLASS members were entitled to timely payment of wages during their employment. PLAINTIFFS and the CALIFORNIA CLASS members, from time to time, did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, meal period premium wages, and rest period premium wages within permissible time period.

H. Unlawful Deductions

41. DEFENDANTS, from time-to-time unlawfully deducted wages from PLAINTIFFS and CALIFORNIA CLASS Members' pay without explanations and without authorization to do so or notice to PLAINTIFFS and the CALIFORNIA CLASS Members. As a result, DEFENDANTS violated Labor Code § 221.

42. Specifically, as to PLAINTIFFS, PLAINTIFFS were from time to time unable to take off duty meal and rest breaks and were not fully relieved of duty for their rest and meal periods. PLAINTIFFS were required to perform work as ordered by DEFENDANT for more than five (5) hours during a shift without receiving an off-duty meal break. Further, DEFENDANT failed to provide PLAINTIFFS with a second off-duty meal period each workday in which they were required by DEFENDANT to work ten (10) hours of work. When DEFENDANT provided PLAINTIFFS with a rest break, they required PLAINTIFFS to remain on-duty and on-call for the rest break. DEFENDANT policy caused PLAINTIFFS to remain on-call and on-duty during what was supposed to be their off-duty meal periods. PLAINTIFFS therefore forfeited meal and rest breaks without additional compensation and in accordance with DEFENDANT'S strict corporate policy and practice. Moreover, DEFENDANT also provided PLAINTIFFS with paystubs that failed to comply with Cal. Lab. Code § 226. Further, DEFENDANT also failed to reimburse PLAINTIFFS for required business expenses related to the personal expenses incurred for the use of their personal cell phones, on behalf of and in furtherance of his employment with DEFENDANT. To date, DEFENDANT has not fully paid PLAINTIFFS the minimum, overtime

1 and double time compensation still owed to them or any penalty wages owed to them under Cal.
2 Lab. Code § 203. The amount in controversy for PLAINTIFFS individually do not exceed the
3 sum or value of \$75,000.

4 **I. Plaintiffs' Individual Claims**

5 43. On March 22, 2022, PLAINTIFFS were terminated from their employment.
6 PLAINTIFFS are Mexican-American.

7 44. PLAINTIFFS both are Mexican-American who are going bald, and as such shave
8 their heads and both have visible tattoos which demonstrate homage to their catholic religion.

9 45. Specifically, in or around March 2022, PLAINTIFFS were singled out at the
10 workplace when DEFENDANT'S Human Resource Director Terry (Last Name Unknown
11 "LNU") accused PLAINTIFFS and three other employees (not Mexican-American) of time sheet
12 cheating and accused only PLAINTIFFS of being members of Mexican Gangs because of the way
13 they looked. Human Resource Director, Terry LNU, suspended PLAINTIFFS for a week without
14 pay while she performed an investigation and then terminated PLAINTIFFS. PLAINTIFFS
15 provided evidence to the vindicate them. Despite the foregoing, DEFENDANTS suspended and
16 then terminated PLAINTIFFS on the basis that PLAINTIFFS are Mexican-American. The other
17 three employees suspected of time sheet cheating were not terminated.

18 46. PLAINTIFFS are informed and believe, and upon such information and belief
19 alleges, that, DEFENDANT's conduct in terminating them was part of a pattern of behavior by
20 DEFENDANTS aimed at removing Mexican-American employees like PLAINTIFFS.

21 47. PLAINTIFFS both filed a complaint with the California Department of Fair
22 Employment and Housing and received a "right to sue" letter on **August 10, 2022** thereby
23 exhausting their administrative remedies.

24 **CLASS ACTION ALLEGATIONS**

25 48. PLAINTIFFS bring this Class Action on behalf of themselves, and a California
26 class defined as all persons who are or previously were employed by DEFENDANT in California
27 and classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the
28

1 period beginning four (4) years prior to the filing of this Complaint and ending on the date as
2 determined by the Court (the “CLASS PERIOD”).

3 49. PLAINTIFFS and the other CALIFORNIA CLASS Members have uniformly been
4 deprived of wages and penalties from unpaid wages earned and due, including but not limited to
5 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
6 illegal meal and rest period policies, failed to reimburse for business expenses, failed compensate
7 for off-the-clock work, failure to provide accurate itemized wage statements, failure to maintain
8 required records, and interest, statutory and civil penalties, attorney’s fees, costs, and expenses.

9 50. The members of the class are so numerous that joinder of all class members is
10 impractical.

11 51. Common questions of law and fact regarding DEFENDANT’s conduct, including
12 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately
13 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the
14 regular rate of compensation for missed meal and rest period premiums, failing to provide legally
15 compliant meal and rest periods, failed to reimburse for business expenses, failure to provide
16 accurate itemized wage statements accurate, and failure to ensure they are paid at least minimum
17 wage and overtime, exist as to all members of the class and predominate over any questions
18 affecting solely any individual members of the class. Among the questions of law and fact
19 common to the class are:

- 20 a. Whether DEFENDANT maintained legally compliant meal period policies and
21 practices;
- 22 b. Whether DEFENDANT maintained legally compliant rest period policies and
23 practices;
- 24 c. Whether DEFENDANT failed to pay PLAINTIFFS and the CALIFORNIA
25 CLASS Members accurate premium payments for missed meal and rest periods;
- 26 d. Whether DEFENDANT failed to pay PLAINTIFFS and the CALIFORNIA
27 CLASS Members accurate overtime wages;

- e. Whether DEFENDANT failed to pay PLAINTIFFS and the CALIFORNIA CLASS Members at least minimum wage for all hours worked;
- f. Whether DEFENDANT failed to compensate PLAINTIFFS and the CALIFORNIA CLASS Members for required business expenses;
- g. Whether DEFENDANT issued legally compliant wage statements;
- h. Whether DEFENDANT committed an act of unfair competition by systematically failing to record and pay PLAINTIFFS and the other members of the CALIFORNIA CLASS for all time worked;
- i. Whether DEFENDANT committed an act of unfair competition by systematically failing to record all meal and rest breaks missed by PLAINTIFFS and other CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit of this work, required employees to perform this work and permits or suffers to permit this work;
- j. Whether DEFENDANT committed an act of unfair competition in violation of the UCL, by failing to provide the PLAINTIFFS and the other members of the CALIFORNIA CLASS with the legally required meal and rest periods.

52. PLAINTIFFS are members of the CALIFORNIA CLASS and suffered damages as a result of DEFENDANT's conduct and actions alleged herein.

53. PLAINTIFFS' claims are typical of the claims of the CALIFORNIA CLASS, and PLAINTIFFS have the same interests as the other members of the class.

54. PLAINTIFFS will fairly and adequately represent and protect the interests of the CALIFORNIA CLASS Members.

55. PLAINTIFFS retained able class counsel with extensive experience in class action litigation.

56. Further, PLAINTIFFS' interests are coincident with, and not antagonistic to, the interest of the other CALIFORNIA CLASS Members.

57. There is a strong community of interest among PLAINTIFFS and the members of the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANT are

sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries sustained.

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

59. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because joinder of all class members is impractical. Moreover, since the damages suffered by individual members of the class may be relatively small, the expense and burden of individual litigation makes it practically impossible for the members of the class individually to redress the wrongs done to them. Without class certification and determination of declaratory, injunctive, statutory, and other legal questions within the class format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will create the risk of:

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

60. Class treatment provides manageable judicial treatment calculated to bring an efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANT.

FIRST CAUSE OF ACTION

Unlawful Business Practices

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

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

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

4 62. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof.
5 Code § 17021.

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

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

17 64. By the conduct alleged herein, DEFENDANT has engaged and continues to
18 engage in a business practice which violates California law, including but not limited to, the
19 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
20 including Sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198,
21 and 2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal.
22 Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to
23 constitute unfair competition, including restitution of wages wrongfully withheld.

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

 66. By the conduct alleged herein, DEFENDANT’s practices were deceptive and
fraudulent in that DEFENDANT’s uniform policy and practice failed to provide the legally
mandated meal and rest periods and the required amount of compensation for missed meal and

1 rest periods, failed to pay minimum and overtime wages owed, and failed to reimburse all
2 necessary business expenses incurred, due to a systematic business practice that cannot be
3 justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission
4 requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should
5 issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
6 restitution of wages wrongfully withheld.

7 67. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
8 unfair, and deceptive in that DEFENDANT's employment practices caused PLAINTIFFS and the
9 other members of the CALIFORNIA CLASS to be underpaid during their employment with
10 DEFENDANT.

11 68. By the conduct alleged herein, DEFENDANT's practices were also unfair and
12 deceptive in that DEFENDANT's uniform policies, practices and procedures failed to provide
13 mandatory meal and/or rest breaks to PLAINTIFFS and the CALIFORNIA CLASS members as
14 required by Cal. Lab. Code §§ 226.7 and 512.

15 69. Therefore, PLAINTIFFS demand on behalf of themselves and on behalf of each
16 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
17 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for
18 each workday in which a second off-duty meal period was not timely provided for each ten (10)
19 hours of work.

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

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

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

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

74. PLAINTIFFS and the other members of the CALIFORNIA CLASS are further entitled to, and do, seek a declaration that the described business practices are unlawful, unfair, and deceptive, and that injunctive relief should be issued restraining DEFENDANT from engaging in any unlawful and unfair business practices in the future.

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

SECOND CAUSE OF ACTION

Failure To Pay Minimum Wages

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

(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against ALL Defendants)

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

1 77. PLAINTIFFS and the other members of the CALIFORNIA CLASS bring a claim
2 for DEFENDANT's willful and intentional violations of the California Labor Code and the
3 Industrial Welfare Commission requirements for DEFENDANT's failure to accurately calculate
4 and pay minimum wages to PLAINTIFFS and CALIFORNIA CLASS Members.

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

7 79. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
8 commission is the minimum wage to be paid to employees, and the payment of a less wage than
9 the minimum so fixed is unlawful.

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

12 81. DEFENDANT maintained a uniform wage practice of paying PLAINTIFFS and
13 the other members of the CALIFORNIA CLASS without regard to the correct amount of time
14 they work. As set forth herein, DEFENDANT's uniform policy and practice was to unlawfully
15 and intentionally deny timely payment of wages due to PLAINTIFFS and the other members of
16 the CALIFORNIA CLASS.

17 82. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
18 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
19 implementing a uniform policy and practice that denies accurate compensation to PLAINTIFFS
20 and the other members of the CALIFORNIA CLASS in regard to minimum wage pay.

21 83. In committing these violations of the California Labor Code, DEFENDANT
22 inaccurately calculated the correct time worked and consequently underpaid the actual time
23 worked by PLAINTIFFS and other members of the CALIFORNIA CLASS. DEFENDANT acted
24 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of
25 the California Labor Code, the Industrial Welfare Commission requirements and other applicable
26 laws and regulations.

1 84. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
2 PLAINTIFFS and the other members of the CALIFORNIA CLASS did not receive the correct
3 minimum wage compensation for their time worked for DEFENDANT.

4 85. During the CLASS PERIOD, PLAINTIFFS and the other members of the
5 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a
6 failure to pay all earned wages.

7 86. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
8 compensation to PLAINTIFFS and the other members of the CALIFORNIA CLASS for the true
9 time they worked, PLAINTIFFS and the other members of the CALIFORNIA CLASS have
10 suffered and will continue to suffer an economic injury in amounts which are presently unknown
11 to them, and which will be ascertained according to proof at trial.

12 87. DEFENDANT knew or should have known that PLAINTIFFS and the other
13 members of the CALIFORNIA CLASS were under-compensated for their time worked.
14 DEFENDANT systematically elected, either through intentional malfeasance or gross
15 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
16 and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
17 PLAINTIFFS and the other members of the CALIFORNIA CLASS the correct minimum wages
18 for their time worked.

19 88. In performing the acts and practices herein alleged in violation of California labor
20 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
21 and provide them with the requisite compensation, DEFENDANT acted and continues to act
22 intentionally, oppressively, and maliciously toward PLAINTIFFS and the other members of the
23 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
24 consequences to them, and with the despicable intent of depriving them of their property and legal
25 rights, and otherwise causing them injury in order to increase company profits at the expense of
26 these employees.

27 89. PLAINTIFFS and the other members of the CALIFORNIA CLASS therefore
28 request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the

1 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
2 California Labor Code and/or other applicable statutes. To the extent minimum wage
3 compensation is determined to be owed to the CALIFORNIA CLASS Members who have
4 terminated their employment, DEFENDANT's conduct also violates Labor Code §§ 201 and/or
5 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab.
6 Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS
7 Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in good
8 faith. Further, PLAINTIFFS and other CALIFORNIA CLASS Members are entitled to seek and
9 recover statutory costs.

10 **THIRD CAUSE OF ACTION**

11 **Failure To Pay Overtime Compensation**

12 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

13 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against ALL Defendants)**

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

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

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

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

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

1 suit. Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours
2 than those fixed by the Industrial Welfare Commission is unlawful.

3 95. During the CLASS PERIOD, PLAINTIFFS and CALIFORNIA CLASS Members
4 were required by DEFENDANT to work for DEFENDANT and were not paid for all the time
5 they worked, including overtime work.

6 96. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
7 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
8 implementing a uniform policy and practice that failed to accurately record overtime worked by
9 PLAINTIFFS and other CALIFORNIA CLASS Members and denied accurate compensation to
10 PLAINTIFFS and the other members of the CALIFORNIA CLASS for overtime worked,
11 including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve
12 (12) hours in a workday, and/or forty (40) hours in any workweek.

13 97. In committing these violations of the California Labor Code, DEFENDANT
14 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
15 PLAINTIFFS and other CALIFORNIA CLASS Members. DEFENDANT acted in an illegal
16 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
17 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
18 regulations.

19 98. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
20 PLAINTIFFS and the other members of the CALIFORNIA CLASS did not receive the correct
21 overtime compensation for their time worked for DEFENDANT.

22 99. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
23 from the overtime requirements of the law. None of these exemptions are applicable to
24 PLAINTIFFS and the other members of the CALIFORNIA CLASS. Further, PLAINTIFFS and
25 the other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
26 agreement that would preclude the causes of action contained herein this Complaint. Rather,
27 PLAINTIFFS bring this Action on behalf of themselves, and the CALIFORNIA CLASS, based
28

1 on DEFENDANT's violations of non-negotiable, non-waivable rights provided by the State of
2 California.

3 100. During the CLASS PERIOD, PLAINTIFFS and the other members of the
4 CALIFORNIA CLASS were paid less for overtime worked that they were entitled to, constituting
5 a failure to pay all earned wages.

6 101. DEFENDANT failed to accurately pay PLAINTIFFS and the other members of
7 the CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
8 maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194, & 1198, even
9 though PLAINTIFFS and the other members of the CALIFORNIA CLASS were regularly
10 required to work, and did in fact work overtime, and did in fact work overtime as to which
11 DEFENDANT failed to accurately record and pay as evidenced by DEFENDANT's business
12 records and witnessed by employees.

13 102. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
14 compensation to PLAINTIFFS and the other members of the CALIFORNIA CLASS for the true
15 amount of overtime they worked, PLAINTIFFS and the other members of the CALIFORNIA
16 CLASS have suffered and will continue to suffer an economic injury in amounts which are
17 presently unknown to them, and which will be ascertained according to proof at trial.

18 103. DEFENDANT knew or should have known that PLAINTIFFS and the other
19 members of the CALIFORNIA CLASS were undercompensated for their time worked.
20 DEFENDANT systematically elected, either through intentional malfeasance or gross
21 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
22 procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
23 PLAINTIFFS and the other members of the CALIFORNIA CLASS the correct overtime wages
24 for their overtime worked.

25 104. In performing the acts and practices herein alleged in violation of California labor
26 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
27 and provide them with the requisite compensation, DEFENDANT acted and continues to act
28 intentionally, oppressively, and maliciously toward PLAINTIFFS and the other members of the

1 CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the
2 consequences to them, and with the despicable intent of depriving them of their property and legal
3 rights, and otherwise causing them injury in order to increase company profits at the expense of
4 these employees.

5 105. Therefore, PLAINTIFFS and the other members of the CALIFORNIA CLASS
6 request recovery of overtime wages, according to proof, interest, statutory costs, as well as the
7 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
8 California Labor Code and/or other applicable statutes. To the extent overtime compensation is
9 determined to be owed to the CALIFORNIA CLASS Members who have terminated their
10 employment, DEFENDANT'S conduct also violates Labor Code §§ 201 and/or 202, and therefore
11 these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which
12 penalties are sought herein. DEFENDANT's conduct as alleged herein was willful, intentional,
13 and not in good faith. Further, PLAINTIFFS and other CALIFORNIA CLASS Members are
14 entitled to seek and recover statutory costs.

15 **FOURTH CAUSE OF ACTION**

16 **Failure To Provide Required Meal Periods**

17 **(Cal. Lab. Code §§ 226.7 & 512)**

18 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

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

22 107. During the CLASS PERIOD, DEFENDANT failed to provide all the legally
23 required off-duty meal breaks to PLAINTIFFS and the other CALIFORNIA CLASS Members as
24 required by the applicable Wage Order and Labor Code. The nature of the work performed by
25 PLAINTIFFS and CALIFORNIA CLASS Members did not prevent these employees from being
26 relieved of all of their duties for the legally required off-duty meal periods. As a result of their
27 rigorous work schedules, PLAINTIFFS and other CALIFORNIA CLASS Members were often
28 not fully relieved of duty by DEFENDANT for their meal periods. Additionally, DEFENDANT's

1 failure to provide PLAINTIFFS and the CALIFORNIA CLASS Members with legally required
2 meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT's business
3 records. Further, DEFENDANT failed to provide PLAINTIFFS and CALIFORNIA CLASS
4 Members with a second off-duty meal period in some workdays in which these employees were
5 required by DEFENDANT to work ten (10) hours of work. As a result, PLAINTIFFS and other
6 members of the CALIFORNIA CLASS forfeited meal breaks without additional compensation
7 and in accordance with DEFENDANT's strict corporate policy and practice.

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

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

16 **FIFTH CAUSE OF ACTION**

17 **Failure To Provide Required Rest Periods**

18 **(Cal. Lab. Code §§ 226.7 & 512)**

19 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

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

23 111. From time to time, PLAINTIFFS and other CALIFORNIA CLASS Members were
24 required to work in excess of four (4) hours without being provided ten (10) minute rest periods.
25 Further, these employees were denied their first rest periods of at least ten (10) minutes for some
26 shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10)
27 minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and
28 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more.

1 PLAINTIFFS and other CALIFORNIA CLASS Members were also not provided with one-hour
2 wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFFS and other
3 CALIFORNIA CLASS Members were periodically denied their proper rest periods by
4 DEFENDANT and DEFENDANT's managers. In addition, DEFENDANT failed to compensate
5 PLAINTIFFS and other CALIFORNIA CLASS Members for their rest periods as required by the
6 applicable Wage Order and Labor Code. As a result, DEFENDANT's failure to provide
7 PLAINTIFFS and the CALIFORNIA CLASS Members with all the legally required paid rest
8 periods is evidenced by DEFENDANT's business records.

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

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

17 **SIXTH CAUSE OF ACTION**

18 **Failure To Reimburse Employees for Required Expenses**

19 **(Cal. Lab. Code §§ 2802)**

20 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

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

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

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

116. From time to time during the CLASS PERIOD, DEFENDANT violated Cal. Lab. Code § 2802, by failing to indemnify and reimburse PLAINTIFFS and the CALIFORNIA CLASS members for required expenses incurred in the discharge of their job duties for DEFENDANT's benefit. DEFENDANT failed to reimburse PLAINTIFFS and the CALIFORNIA CLASS members for expenses which included, but were not limited to, personal expenses incurred for the use of personal cell phones, purchase of tools, all on behalf of and for the benefit of DEFENDANT. Specifically, PLAINTIFFS and other CALIFORNIA CLASS Members were required by DEFENDANT to use their personal cell phones and purchase of their own tools to execute their essential job duties on behalf of DEFENDANT. DEFENDANT's uniform policy, practice and procedure was to not reimburse PLAINTIFFS and the CALIFORNIA CLASS members for expenses resulting from the use of personal cell phones and purchase of such tools for DEFENDANT within the course and scope of their employment for DEFENDANT. These expenses were necessary to complete their principal job duties. DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of this expectation. Although these expenses were necessary expenses incurred by PLAINTIFFS and the CALIFORNIA CLASS members, DEFENDANT failed to indemnify and reimburse PLAINTIFFS and the CALIFORNIA CLASS members for these expenses as an employer is required to do under the laws and regulations of California.

117. PLAINTIFFS therefore demand reimbursement for expenditures or losses incurred by them and the CALIFORNIA CLASS members in the discharge of their job duties for DEFENDANT, or their obedience to the directions of DEFENDANT, with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

SEVENTH CAUSE OF ACTION

Failure To Provide Accurate Itemized Statements

(Cal. Lab. Code § 226)

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

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

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

- 6 a. Gross wages earned,
- 7 b. (2) total hours worked by the employee, except for any employee whose
8 compensation is solely based on a salary and who is exempt from payment of
9 overtime under subdivision (a) of Section 515 or any applicable order of the
10 Industrial Welfare Commission,
- 11 c. the number of piece-rate units earned and any applicable piece rate if the employee
12 is paid on a piece-rate basis,
- 13 d. all deductions, provided that all deductions made on written orders of the employee
14 may be aggregated and shown as one item,
- 15 e. net wages earned,
- 16 f. the inclusive dates of the period for which the employee is paid,
- 17 g. the name of the employee and his or her social security number, except that by
18 January 1, 2008, only the last four digits of his or her social security number of an
19 employee identification number other than social security number may be shown
20 on the itemized statement,
- 21 h. the name and address of the legal entity that is the employer, and
- 22 i. all applicable hourly rates in effect during the pay period and the corresponding
23 number of hours worked at each hourly rate by the employee.

24 120. When DEFENDANT did not accurately record PLAINTIFFS’ and other
25 CALIFORNIA CLASS Members’ missed meal and rest breaks, or were paid inaccurate missed
26 meal and rest break premiums, or were not paid for all hours worked, DEFENDANT violated Cal.
27 Lab. Code § 226 in that DEFENDANT failed to provide PLAINTIFFS and other CALIFORNIA
28 CLASS Members with complete and accurate wage statements which failed to show, among other

1 things, all deductions, the accurate gross wages earned, net wages earned, the total hours worked
2 and all applicable hourly rates in effect during the pay period and the corresponding amount of
3 time worked at each hourly rate, and correct rates of pay for penalty payments or missed meal
4 and rest periods.

5 121. Further, from time to time, DEFENDANTS included Holiday, Sick, Missed Rest
6 Period Premium, and Vacation hours into the computation of total hours worked for purposes of
7 Cal. Lab. Code §226(a)(2), notwithstanding the fact that Holiday, Sick, Missed Rest Period
8 Premium, and Vacation hours are not considered hours worked. DEFENDANTS' inclusion of
9 Holiday, Sick, Missed Rest Period Premium, and Vacation hours into the total hours worked in
10 itemized wage statements issued to PLAINTIFFS and other CALIFORNIA CLASS Members
11 violates Cal. Lab. Code §226(a)(2).

12 122. In addition to the foregoing, DEFENDANT failed to provide itemized wage
13 statements to PLAINTIFFS and members of the CALIFORNIA CLASS that complied with the
14 requirements of California Labor Code Section 226.

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

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1 **EIGHTH CAUSE OF ACTION**

2 **Failure To Pay Wages When Due**

3 **(Cal. Lab. Code § 203)**

4 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

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

8 125. Cal. Lab. Code § 200 provides that:

9 As used in this article:

- 10 (d) "Wages" includes all amounts for labor performed by employees of every
11 description, whether the amount is fixed or ascertained by the standard of time,
12 task, piece, Commission basis, or other method of calculation.
13 (e) "Labor" includes labor, work, or service whether rendered or performed under
14 contract, subcontract, partnership, station plan, or other agreement if the to be
15 paid for is performed personally by the person demanding payment.

16 126. Cal. Lab. Code § 201 provides, in relevant part, that "If an employer discharges
17 an employee, the wages earned and unpaid at the time of discharge are due and payable
18 immediately."

19 127. Cal. Lab. Code § 202 provides, in relevant part, that:

20 If an employee not having a written contract for a definite period quits his or her
21 employment, his or her wages shall become due and payable not later than 72 hours
22 thereafter, unless the employee has given 72 hours previous notice of his or her intention
23 to quit, in which case the employee is entitled to his or her wages at the time of quitting.
24 Notwithstanding any other provision of law, an employee who quits without providing a
25 72-hour notice shall be entitled to receive payment by mail if he or she so requests and
26 designates a mailing address. The date of the mailing shall constitute the date of payment
27 for purposes of the requirement to provide payment within 72 hours of the notice of
28 quitting.

29 128. There was no definite term in PLAINTIFFS' or any CALIFORNIA CLASS
30 Members' employment contract.

31 129. Cal. Lab. Code § 203 provides:

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

130. The employment of PLAINTIFFS and many CALIFORNIA CLASS Members terminated, and DEFENDANT has not tendered payment of wages to these employees who missed meal and rest breaks, as required by law.

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

NINTH CAUSE OF ACTION
Violation Of The Private Attorneys General Act (“Paga”)

[Cal. Lab. Code §§ 2698 *Et Seq.*]

(Alleged By PLAINTIFFS Against All DEFENDANTS)

132. PLAINTIFFS reallege and incorporates by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

133. PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who does so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys general to recover civil penalties for Labor Code violations ..." (Stats. 2003, ch. 906, § 1). Accordingly, PAGA claims cannot be subject to arbitration.

134. For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code § 2699(f) imposes upon DEFENDANTS a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period

1 for each subsequent pay period in which DEFENDANTS' violated these provisions of the
2 Labor Code.

3 135. PLAINTIFFS, and such persons that may be added from time to time who
4 satisfy the requirements and exhaust the administrative procedures under the Private
5 Attorney General Act, bring this Representative Action on behalf of the State of California
6 with respect to herself and all individuals who are or previously were employed by
7 DEFENDANTS in California during the time period of May 19, 2020 until the present (the
8 "AGGRIEVED EMPLOYEES").

9 136. On August 10, 2022, PLAINTIFFS gave written notice by online submission
10 to the Labor and Workforce Development Agency (the "Agency") and by certified mail
11 to the employer of the specific provisions of this code alleged to have been violated as
12 required by Labor Code § 2699.3. See **Exhibit #1**, attached hereto and incorporated by
13 this reference herein. The statutory waiting period for PLAINTIFFS to add these
14 allegations and Parties to the Complaint has expired. As a result, pursuant to Section
15 2699.3, PLAINTIFFS may now commence a representative civil action under PAGA
16 pursuant to Section 2699 as the proxy of the State of California with respect to all
17 AGGRIEVED EMPLOYEES as herein defined.

18 137. The policies, acts and practices heretofore described were and are an unlawful
19 business act or practice because DEFENDANTS (a) failed to pay PLAINTIFFS and other
20 AGGRIEVED EMPLOYEES all earned wages, including by not limited to, minimum
21 wages and overtime wages, (b) failed to provide PLAINTIFF and other AGGRIEVED
22 EMPLOYEES legally required meal and rest breaks and failed to pay premium wages for
23 unlawful meal periods and rest periods, (c) failed to provide accurate itemized wage
24 statements, (d) failed to pay gratuities, (e) failed to keep accurate records of hours worked;
25 and (f) failed to timely pay wages, all in violation of the applicable Labor Code sections
26 listed in Labor Code §2699.5, including but not limited to Labor Code §§ 201- 204, 201,
27 226, 226.3, 226(a), 226(a)(8), 226.7, 510, 512, 558, 1174, 1174.5, and 1175, 1182.12, 1194,
28 1194.2, 1197, 1197.1, 1198, 2802 and the applicable Industrial Wage Order(s), and thereby
gives rise to statutory penalties as a result of such conduct. PLAINTIFF hereby seeks
recovery of civil penalties as prescribed by the Labor Code Private Attorney General Act of

2004 as the representative of the State of California for the illegal conduct perpetrated on PLAINTIFFS and the other AGGRIEVED EMPLOYEES.

138. Some or all of the conduct and violations alleged herein occurred during the PAGA PERIOD. To the extent that any of the conduct and violations alleged herein did not affect PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that affected other AGGRIEVED EMPLOYEES. (*Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 519; See also *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751 [“PAGA allows an “aggrieved employee”—a person affected by **at least one** Labor Code violation committed by an employer—to **pursue penalties for all the Labor Code violations committed by that employer.**”], Emphasis added, reh'g denied (June 13, 2018).)

TENTH CAUSE OF ACTION

Wrongful Termination In Violation Of Public Policy

(Alleged by PLAINTIFFS against all DEFENDANTS)

139. PLAINTIFFS reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

140. PLAINTIFFS wrongful termination on or about March 22, 2022 was for a pretextual reason(s) to disguise DEFENDANT’s unlawful employment practices directed at PLAINTIFFS.

141. Within the State of California there exists a substantial and fundamental public policy, set forth in the California Government Code §12900 *et seq.*, which forbids racial harassment/discrimination, retaliation, and wrongful termination. Unlawful harassment includes the right to be free from unwanted, offensive harassment, and the right to protest such conduct without fear of retaliation or further harm. This public policy of the state is one that benefits the public at large and guarantees the rights of an employee to perform their work free from racial harassment/discrimination/retaliation.

142. The motivating reason(s) for PLAINTIFFS’ termination was racial harassment/discrimination and PLAINTIFFS’ protests and/or resistance thereof. PLAINTIFFS’

1 discharge from their position of employment was in violation of the public policies of the State
2 of California.

3 143. As a result of DEFENDANT's actions, PLAINTIFFS have suffered substantial
4 losses in earnings and employment benefits and emotional distress in an amount to be determined
5 according to proof at trial.

6 144. In doing the acts herein alleged, DEFENDANT acted with malice and oppression,
7 and with a conscious disregard of PLAINTIFFS' rights, and PLAINTIFFS is entitled to exemplary
8 and punitive damages from DEFENDANTS in an amount to be determined to punish
9 DEFENDANTS and to deter such wrongful conduct in the future.

10 145. PLAINTIFFS were harmed by DEFENDANT'S wrongful and illegal termination
11 of their employment.

12 146. The wrongful termination of the employment of PLAINTIFFS was and is a
13 substantial factor causing harm to PLAINTIFFS.

14 147. On August 10, 2022, PLAINTIFFS filed a complaint with the Department of Fair
15 Employment & Housing ("DFEH"), and received an immediate Right to Sue that same day. (See
16 **Exhibit #2**).

17 **ELEVENTH CAUSE OF ACTION**

18 **VIOLATION OF GOVERNMENT CODE §12940 *et seq.* – RACIAL DISCRIMINATION**

19 **(Alleged by PLAINTIFF and against all DEFENDANTS)**

20 148. PLAINTIFFS reallege and incorporate by this reference, as though fully set forth
21 herein, the prior paragraphs of this Complaint.

22 149. PLAINTIFFS were employed by DEFENDANTS.

23 150. DEFENDANT is an employer covered by Government Code §12940 *et seq.*

24 151. PLAINTIFFS were terminated from their employment and/or suffered other
25 adverse employment actions.

26 152. PLAINTIFFS race was a substantial motivating reason(s) for their termination and
27 other adverse employment actions.
28

153. As a result of DEFENDANT's conduct, PLAINTIFFS have suffered substantial losses in earnings and employment benefits and emotional distress in an amount to be determined according to proof at trial.

154. In doing the acts herein alleged, DEFENDANT acted with malice and oppression, and with a conscious disregard of PLAINTIFFS' rights, and PLAINTIFFS are entitled to exemplary and punitive damages from DEFENDANT in an amount to be punish DEFENDANT and to deter such wrongful conduct in the future.

PRAYER FOR RELIEF

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

1. On behalf of the CALIFORNIA CLASS:

a. That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;

b. An order temporarily, preliminarily and permanently enjoining and restraining DEFENDANT from engaging in similar unlawful conduct as set forth herein;

c. An order requiring DEFENDANT to pay all overtime wages and all sums unlawfully withheld from compensation due to PLAINTIFFS and the other members of the CALIFORNIA CLASS; and

d. Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANT's violations due to PLAINTIFFS and to the other members of the CALIFORNIA CLASS.

2. On behalf of the CALIFORNIA CLASS:

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

b. Compensatory damages, according to proof at trial, including compensatory damages for overtime compensation due to PLAINTIFFS and the other members of the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest

- thereon at the statutory rate;
- c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order;
 - d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per each member of the CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226
 - e. The wages of all terminated employees from the CALIFORNIA CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.
 - f. The amount of the expenses PLAINTIFFS and each member of the CALIFORNIA CLASS incurred in the course of their job duties, plus interest, and costs of suit.
3. On Behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:
- a. Recovery of civil penalties as prescribed by the Labor Code private Attorneys General Act of 2004; and
 - b. An Award of penalties, attorneys' fees, and costs of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §226, §1194, and §2699(g); and
 - c. For such other relief as the Court Deems just and proper.
4. On Plaintiffs' Individual Claims:
- a. For all special damages which were sustained as a result of DEFENDANT's conduct, including but not limited to, back pay, front pay, lost compensation and job benefits that PLAINTIFFS would have received but for the practices of DEFENDANT.
 - b. For all exemplary damages, according to proof, which were sustained as a result of DEFENDANT's conduct.

- 1 c. An award of interest, including prejudgment interest at the legal rate.
- 2 d. Such other and further relief as the Court deems just and equitable.
- 3 e. An award of penalties, attorneys' fees and costs of suit, as allowable under the law.
- 4 5. On all claims:
- 5 a. An award of interest, including prejudgment interest at the legal rate;
- 6 b. Such other and further relief as the Court deems just and equitable; and
- 7 c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law,
- 8 including, but not limited to, pursuant to Labor Code § 218.5, § 226, and/or § 1194.
- 9

10 DATED: October 24, 2022

11 **BARVIE LAW, APC**

12 By: Nicole Barvie

13 Nicole Barvie

14 Attorney for PLAINTIFFS

15 **DEMAND FOR A JURY TRIAL**

16 PLAINTIFFS demand a jury trial on issues triable to a jury.

17

18 DATED: October 24, 2022

19 **BARVIE LAW, APC**

20 By: Nicole Barvie

21 Nicole Barvie

22 Attorney for PLAINTIFFS

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