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April 25, 2025

Via Online Submission (LWDA) and Certified Mail (Employer)

California Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

PPG Industries, Inc.
One PPG Place
Pittsburgh, PA 15272

CSC – Lawyers Incorporating Service
c/o Koy Saechao
2710 Gateway Oaks Drive
Sacramento, CA 95833

Architectural Finishes, Inc.
One PPG Place
Pittsburgh, PA 15272

CSC – Lawyers Incorporating Service
c/o Koy Saechao
2710 Gateway Oaks Drive
Sacramento, CA 95833

The Pittsburgh Paints Co.
400 Bertha Lamme Dr
Cranberry Township, PA 16066

CSC – Lawyers Incorporating Service
c/o Koy Saechao
2710 Gateway Oaks Drive
Sacramento, CA 95833

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698 *et seq.*

To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff Ahmad Sari Kassem, individually and on behalf of all others similarly situated, gives notice of his intent to commence a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice electronically to the Labor and Workforce Development Agency, and by certified mail to Defendants PPG Industries, Inc., a Pennsylvania Corporation, PPG Architectural Finishes, Inc., a Delaware Corporation, The Pittsburgh Paints Co., a Delaware Corporation; and DOES 1 through 50 (“Defendants”)¹ via certified mail.

¹ Plaintiff does not know the true names and capacities, whether individual, partner or corporate, of DOES 1 through 50, inclusive, and for that reason, said DOES are designated under such fictitious names. Plaintiff will amend this notice when the true names and capacities are known.

Plaintiff is employed by Defendants as an hourly, non-exempt employee. Plaintiff began his employment with Defendants in December 2021 and has continued such employment through the present. Plaintiff works as a Territory Manager.

The group of Aggrieved Employees that Plaintiff seeks to represent is a group of non-exempt employees working with Defendants during the relevant time period. (“Aggrieved Employees”) This notice is timely as it is provided within one year of the violations.

Failure to Pay Minimum Wages, Including Overtime

Plaintiff alleges that Defendants violated Labor Code sections 510, 1194, 1198 and the IWC Wage Order by failing to pay all wages owed including overtime and minimum wages. The Wage Orders 1-2001 and 4-2001 and Labor Code sections 1194 and 1197 provide that an employee must be paid at least minimum wage for each hour worked and overtime as applicable. Labor Code section 510 and the Wage Orders provide that employees working for more than eight (8) hours in a day or forty (40) hours in a work week are entitled to overtime compensation at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a work week. An employee who works more than twelve (12) hours in a day or more than eight (8) hours on the seventh day in a workweek is entitled to overtime compensation at a rate of twice the regular rate of pay.

Plaintiff alleges that he and the Aggrieved Employees were frequently not paid minimum wages and earned overtime because they were required to work while off the clock before and after shifts, and during purported meal periods. Such time is compensable time. However, in violation of the law, Plaintiff and the Aggrieved Employees were not paid for such time. In addition, Plaintiff and the Aggrieved Employees had their hours worked rounded by Defendants against their interests.

Further, Defendants have refused to pay overtime to Plaintiff and the Aggrieved Employees despite their having worked more than eight hours in a day and over forty hours in a week. Defendants' justification—that the employees did not work five full eight-hour days—is legally baseless and constitutes a clear violation of California's wage and hour laws. This is particularly egregious because the Defendants have manipulated the Plaintiff's and the Aggrieved Employees' schedules post hoc to avoid triggering overtime pay obligations.

In addition, Defendants failed to pay overtime at the proper regular rate because they failed to include all forms of non-discretionary compensation including incentives, bonuses, differentials, and other sums.

Plaintiff is informed and believes each DOE was responsible in some way for the matters alleged herein and proximately caused him and other current and former Aggrieved Employees to be subject to the illegal employment practices, wrongs, and injuries complained of herein.

Failure to Provide Lawful Meal Periods

Plaintiff and other Aggrieved Employees regularly worked in excess of five hours a day without being provided a meal period of not less than 30 minutes in which they were relieved of all duties, as required by California Labor Code §§226.7, 512, and Wage Order No. 1-2001 and 4-2001. Plaintiff and Aggrieved Employees were often not provided lawful meal periods in part because Defendants maintained and enforced scheduling practices, staffing practices, and imposed work demands and schedules that frequently required employees to forego their breaks or return before thirty minutes. Since he started working for the Defendants in December 2021, Plaintiff has never been able to take a full 30 minute meal break because he has been too busy working, constantly responding to telephone calls and text messages. Defendants also failed to pay the premium pay at one hour's additional wage at the employee's regular rate of compensation mandated by Labor Code §226.7(c) and Wage Order No. 1-2001 and 4-2001, subd. 11(B) for each workday they did not receive a timely uninterrupted meal period. As a result of the violation of California Labor Code §§ 226.7 and 512 and Wage Order 1-2001 and 4-2001, Defendants are liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

Further, Defendants failed to pay premiums at the proper rate because it failed to take all forms of compensation, including incentives, bonuses, shift differentials, and other wages into account in calculating the regular rate. This constitutes a violation of the Labor Code.

Failure to Authorize and Permit Rest Periods

Plaintiff alleges that Defendants failed to authorize and permit rest periods. This failure violated Labor Code §§ 226.7, 1198, and Section 12(A) of IWC Wage Order 1-2001 and 4-2001 which provides that employers shall authorize and permit employees to take a rest period of net ten (10) minutes for each four (4) hours, or major fraction thereof, worked. This action is further brought under Labor Code § 226.7(b) and Section 12(B) of Wage Order 1 and 4, which provides that if an employer fails to authorize and permit a lawful rest period, the employer shall pay the employee one hour of additional pay at the employee's regular rate of compensation for each workday that a rest period was not authorized and permitted. Plaintiff and the Aggrieved Employees were systematically not authorized and permitted to take legally compliant net ten (10) minute rest periods for every four hours worked or major fraction thereof, which is a violation of the Labor Code section 226.7, 1198, and IWC Wage Order.

Employees were not authorized and permitted to take a net ten-minute rest period as required by law, in part because Defendants maintained and enforced scheduling practices, understaffing practices, and imposed work demands and schedules that frequently required employees to forego their breaks or return before a net ten minutes of rest. Defendants violated the law by failing to compensate Plaintiff and the Aggrieved Employees with one additional hour of pay at their regular rate of compensation when lawful rest periods were not lawfully provided in violation of Labor Code §§ 226.7 and 512, 1198 and the applicable Industrial Welfare Commission Wage Orders.

Failure to Timely Pay Wages During Employment

Labor Code section 204 requires that all wages are due and payable twice in each calendar month. The wages required by Labor Code §§226.7, 510, 1194, and other sections became due and payable to Plaintiff and each Aggrieved Employee in each month that he or she was not provided with a meal period or rest period or paid minimum wage, straight or overtime wages to which he or she was entitled. Defendants violated Labor Code §204 by systematically refusing to pay wages due under the Labor Code.

Labor Code section 210(a) provides that “In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Section 201.3, 204, 204b, 204.1, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty as follows:

- (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.
- (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

Failure to Provide Accurate Itemized Employee Wage Statements

Labor Code section 226(a) reads in pertinent part: “Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee... (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during each the pay period and the corresponding number of hours worked at each hourly rate by the employee...”

Defendants have failed to record many of the items delineated in applicable Industrial Wage Orders and Labor Code section 226, and required under Labor Code section 1174, including by virtue of the fact that each wage statement which failed to accurately compensate Plaintiff and Aggrieved Employees for all hours worked and for missed and non-provided meal and rest periods, or which failed to include compensation for all minimum wages earned or overtime hours worked, as described herein, was an inaccurate wage statement.

Failure to Reimburse Necessary Expenses

Labor Code section 2802 requires employers to reimburse employees for necessary expenses incurred. Defendants’ also violated California Labor Code §2800 and 2802 by failing to reimburse Plaintiff and Aggrieved Employees for necessary expenses in direct relation to work

performed. Expenses included, but are not limited to, uniform cleaning costs. Plaintiff and the Aggrieved Employees were not reimbursed for such expenses.

Failure to Keep Accurate Payroll Records

Plaintiff also contends that Defendants failed to keep accurate records as required by Wage Order 1-2001, Wage Order 4-2001, Labor Code 1174, and 1198. The IWC Wage Orders required in pertinent part: Every employer shall keep accurate information with respect to each employee including the following: (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be records...(5) Total hours worked in the payroll period and applicable rate of pay..." Labor Code section 1174 also requires Defendants to maintain and preserve, in a centralized location, among other items, records showing the names and addresses of all employees employed and payroll records showing the hours worked daily by, and the wages paid to, its employees. On information and belief and based thereon, Defendants have knowingly and intentionally failed to comply with Labor Code section 1174, including by implementing the policies and procedures and committing the violations alleged herein, including without limitation, failing to keep records of all hours worked, failing to keep track of all wages earned at the proper rates.

Failure to Pay Sick Pay at the Proper Rate

In addition to the violation specified above and in the attached Complaint, Plaintiff alleges that Defendant failed to pay sick leave pay to Plaintiff and the Aggrieved Employees at the proper rate. Labor Code 246(i) provides: An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified. Labor Code section 246(1) provides: "For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations: (1) Paid sick leave for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek. (2) Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment." In this case, Plaintiff alleges that Defendant failed to pay sick leave at the proper rate because they failed to take all forms of compensation, including incentives, bonuses, shift differentials, and other wages into account in calculating the regular rate. This constitutes a violation of the Labor Code.

All Labor Code and related Complaint allegations pertain to all entities or individuals named in the Complaint, even if not so specified.

Plaintiff has attached his Complaint, and incorporates the allegations in the Complaint as though fully set forth herewith, setting out the specific provisions of the Labor Code that Plaintiff alleges have been violated, including the facts and relevant theories alleged against Defendants in the Complaint.

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Please advise by certified mail within sixty-five (65) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and please contact me if you have any questions or require additional information.

Very Truly Yours,

/s/ Nicholas W. Schieffelin

Nicholas W. Schieffelin, Esq.

Enclosure: Class Action Complaint

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Attorneys for Plaintiff AHMAD SARI KASSEM, individually,
and on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

AHMAD SARI KASSEM, individually,
and on behalf of himself and all others
similarly situated,

Plaintiff,

v.

PPG INDUSTRIES, INC., a
Pennsylvania corporation, PPG
ARCHITECTURAL FINISHES, INC., a
Delaware corporation, THE
PITTSBURGH PAINTS CO., a
Delaware corporation, and DOES 1
through 50, inclusive,

Defendants.

Case No.

**CLASS ACTION COMPLAINT FOR
DAMAGES FOR:**

- (1) Violation of Cal. Labor Code §§ 1194, 1197, and 1197.1 (Minimum Wages)
- (2) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)
- (3) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Meal Break Violations)
- (4) Violation of Cal. Labor Code § 226.7 (Rest Break Violations)
- (5) Violation of Cal. Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment)
- (6) Violation of Cal. Labor Code § 226(a) (Wage Statement Violations)
- (7) Violation of Cal. Business & Professions Code §§ 17200, *et seq.*
- (8) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)

DEMAND FOR JURY TRIAL

1 Plaintiff AHMAD SARI KASSEM (“Plaintiff”), on behalf of himself and all others
2 similarly situated, asserts claims against Defendant PPG INDUSTRIES, INC., a Pennsylvania
3 Corporation, Defendant PPG ARCHITECTURAL FINISHES, INC., a Delaware Corporation, THE
4 PITTSBURGH PAINTS CO., a Delaware Corporation, and DOES 1 through 50, inclusive
5 (collectively “Defendants”) as follows:

6 **INTRODUCTION**

7 1. This is a Class Action, pursuant to California Code of Civil Procedure section 382,
8 on behalf of Plaintiff and any and all persons who are or were employed by Defendants as non-
9 exempt employees, however titled, in the State of California within four (4) years prior to the filing
10 of the Complaint in this action until the resolution of this lawsuit (collectively referred to as the
11 “Class” or “Class Members” or “Non-Exempt Employees”).

12 2. During the “liability period,” as defined as the applicable statute of limitations for
13 each and every cause of action contained herein – i.e. Plaintiff’s claims under the Unfair
14 Competition Law is four (4) years; Plaintiff’s claims for either unpaid wages or actual damages is
15 three (3) years; and Plaintiff’s claims for statutory penalties is one (1) year from the filing of this
16 action through the present (referred to as “the liability period(s)”) – Defendants consistently
17 maintained and enforced against its Non-Exempt Employees unlawful practices and policies in
18 violation of California state wage and hour laws, including failing to lawfully and accurately pay
19 Plaintiff and Class Members for all hours worked, including minimum wages and overtime; failing
20 to lawfully provide meal and rest periods; failing to pay one hour of pay at the employee’s regular
21 rate of pay when legally mandated meal or rest periods were not lawfully provided; failing to
22 accurately pay overtime; failing to reimburse necessary expenses; failing to provide accurate
23 itemized wage statements; and failing to keep accurate records.

24 3. Defendants implemented uniform policies and practices that deprived Plaintiff and
25 Class Members of earned wages, including minimum wages; straight time wages; overtime wages;
26 premium wages; failing to reimburse necessary expenses; and lawful meal and/or rest breaks.

27 4. Such actions and policies, as described above and further herein, were and continue
28 to be in violation of the California Labor Code. Plaintiff, on behalf of himself and all Class

1 members, bring this action pursuant to the California Labor Code, including sections 201, 202, 203,
2 204, 218.5, 218.6, 221-224, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1194, 1194.2, 1195, 1197,
3 1198, 2802, applicable IWC California Wage Orders and California Code of Regulations, Title 8,
4 section 11000 *et seq.*, seeking unpaid wages, unpaid meal and rest period compensation, penalties,
5 liquidated damages, and reasonable attorneys' fees and costs.

6 5. Plaintiff, on behalf of himself and others similarly situated, pursuant to Business and
7 Professions Code sections 17200-17208, also seeks restitution from Defendants for their failure to
8 pay to Plaintiff and Class Members all of their wages, including minimum wages, overtime, and
9 premium wages.

10 **JURISDICTION AND VENUE**

11 6. This action is brought as a Class Action on behalf of Plaintiff and similarly situated
12 employees of Defendants pursuant to California Code of Civ. Proc. Section 382. The monetary
13 damages and restitution sought by Plaintiff exceeds the minimum jurisdiction limits of the
14 California Superior Court and will be established according to proof at trial.

15 7. This Court has jurisdiction over this action pursuant to the California Constitution
16 Article VI §10, which grants the California Superior Court original jurisdiction in all causes except
17 those given by statute to other courts. The statutes under which this action is brought do not give
18 jurisdiction to any other court.

19 8. This Court has jurisdiction over this Action pursuant to California Code of Civil
20 Procedure, Section 410.10 and California Business & Professions Code, Section 17203.

21 9. This Court has jurisdiction over Defendants because, upon information and belief,
22 each Defendant is either a resident of California, has sufficient minimum contacts in California, or
23 otherwise intentionally avails itself of the California market so as to render the exercise of
24 jurisdiction over them by the California Courts consistent with traditional notions of fair play and
25 substantial justice. Defendants have done and are doing business throughout California.

26 10. The unlawful acts alleged herein have a direct effect on Plaintiff and the other
27 similarly situated Non-Exempt Employees within Orange County and it is believed that Defendants
28 have employed over one hundred Class Members as Non-Exempt Employees throughout the state.

11. The California Superior Court also has jurisdiction in this matter because the individual claims of the Class Members described herein are presently believed to be under the seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for Federal Court and the aggregate potential damages and recovery by all of the claims of the Plaintiff's Class, including attorneys' fees, placed in controversy by Plaintiff's class-wide claims, is presently believed to be under the five million dollar (\$5,000,000.00) threshold of the Class Action Fairness Act of 2005. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law, including the Labor Code, IWC Wage Orders, the California Code of Civil Procedure, the California Civil Code, and the California Business and Professions Code.

12. Venue is proper in this Court because one or more of the Defendants reside, transact business, or have offices in this County, and the acts or omissions alleged herein took place in this County.

PARTIES

13. Plaintiff Ahmad Sari Kassem is and during the liability period has been, a resident of Anaheim, California. Plaintiff was employed by Defendants during the liability period as a Territory Manager in Orange County, CA.

14. Plaintiff and the members of the putative class were employed by Defendants as non-exempt employees, however titled, (the “Class Members” or “Non-Exempt Employees”) during the liability period.

15. Defendant PPG Industries, Inc., is a Pennsylvania corporation doing business throughout the State of California. PPG Industries, Inc.'s headquarters are located at One PPG Place, Pittsburgh, Pennsylvania 15222. PPG Industries, Inc. operates over fifty locations in California and provides a wide range of coating services, including liquid paint, powder coating, and electrocoating.

16. Defendant PPG Architectural Finishes, Inc., a subsidiary of PPG Industries, Inc., is engaged in the manufacture and distribution of a broad array of architectural coatings and related products across the state of California. PPG Architectural Finishes, Inc. is a Delaware corporation actively conducting business throughout California.

1 17. Defendant The Pittsburgh Paints Company, formerly known as PPG Architectural
2 Finishes, Inc., is engaged in the manufacture and distribution of a broad array of architectural
3 coatings and related products across the state of California. Defendant The Pittsburgh Paints
4 Company is a Delaware corporation actively conducting business throughout California.

5 18. Whenever in this complaint reference is made to any act, deed, or conduct of
6 Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through
7 one or more of Defendants' officers, directors, agents, employees, or representatives, who was
8 actively engaged in the management, direction, control, or transaction of the ordinary business and
9 affairs of Defendants.

10 19. The true names and capacities of Defendants, whether individual, corporate,
11 associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to
12 Plaintiff, who therefore sue Defendants by such fictitious names under Code of Civil Procedure §
13 474. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
14 capacities of the Defendants designated hereinafter as DOES when such identities become known.

15 20. Plaintiff is informed and believes, and thereon allege, that the Doe Defendants are
16 the partners, agents, or principals and co-conspirators of Defendants and of each other; that
17 Defendants and the Doe Defendants performed the acts and conduct herein alleged directly, aided
18 and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits
19 of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the
20 liability of the Defendants as alleged herein.

21 21. Plaintiff is further informed and believes, and thereon alleges, that at all times
22 material herein, each Defendant was completely dominated and controlled by its co-Defendants
23 and each was the alter ego of the other. Whenever and wherever reference is made in this complaint
24 to any conduct by Defendant or Defendants, such allegations and references shall also be deemed
25 to mean the conduct of each of the Defendants, acting individually, jointly, and severally.
26 Whenever and wherever reference is made to individuals who are not named as Defendants in this
27 complaint, but were employees and/or agents of Defendants, such individuals, at all relevant times
28 acted on behalf of Defendants named in this complaint within the scope of their respective

1 employments.

2 **FACTUAL ALLEGATIONS**

3 22. During the relevant time frame, Defendants compensated Plaintiff and the Non-
4 Exempt Employees based upon an hourly wage.

5 23. Plaintiff and the Class Members were, and at all times pertinent hereto, have been
6 non-exempt employees within the meaning of the California Labor Code, and the implementing
7 rules and regulations of the IWC California Wage Orders. They are subject to the protections of
8 the IWC Wage Orders and the Labor Code.

9 24. Plaintiff has been employed as an hourly, non-exempt employee in a Territory
10 Manager position from approximately December 2021 through the present. Plaintiff has been
11 responsible for downstocking product, training, and color center management throughout his
12 region.

13 25. The members of the putative class worked as non-exempt employees of Defendants
14 throughout the state of California during the liability period.

15 26. Plaintiff has typically worked five days a week, averaging over 40 hours a week.

16 27. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were
17 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the
18 requirements of California's wage and employment laws.

19 28. All Class Members, including Plaintiff, are similarly situated in that they are all
20 subject to Defendants' uniform policies and systemic practices as specified herein.

21 29. Plaintiff and the Class Members were not properly compensated for all hours
22 worked, in part because they were frequently required to work off the clock to complete pre-shift
23 and post-shift duties, during purported meal periods, and because they had hours worked against
24 their interests.

25 30. In addition, Plaintiff and the Class Members had their hours worked edited against
26 their interests, as they were subject to time shaving by Defendants.

27 31. Further, Plaintiff and the Class Members frequently worked in excess of eight (8)
28 hours a day and/or over forty (40) hours in a workweek, but were not properly paid for such time

1 at a rate of time and one-half the employee's regular rate of pay per hour.

2 32. Plaintiff and Class Members were regularly required to work shifts in excess of five
3 hours without being provided a lawful uninterrupted, meal period and over ten hours in a day
4 without being provided a second lawful uninterrupted meal period as required by law.

5 33. Indeed, during the relevant time, as a consequence of Defendants' staffing and
6 scheduling practices, lack of coverage, work demands, and Defendants' policies and practices,
7 Defendants frequently failed to provide Plaintiff and the Class Members timely, legally complaint
8 uninterrupted 30-minute meal periods on shifts over five hours and second meal periods on shifts
9 over ten hours as required by law.

10 34. On information and belief, Plaintiff and Class Members did not waive their rights to
11 meal periods under the law.

12 35. Plaintiff and the Class Members were not provided with valid lawful on-duty meal
13 periods.

14 36. Despite the above-mentioned meal period violations, Defendants failed to
15 compensate Plaintiff, and on information and belief, failed to compensate Class Members, one
16 additional hour of pay at their regular rate as required by California law when meal periods were
17 not timely or lawfully provided in a compliant manner.

18 37. Plaintiff is informed and believes, and thereon alleges, that Defendants know,
19 should know, knew, and/or should have known that Plaintiff and the other Class Members were
20 entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 but
21 were not receiving such compensation.

22 38. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
23 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
24 period for every four hours worked or major fraction thereof, which is a violation of the Labor Code
25 and IWC wage order.

26 39. Defendants maintained and enforced scheduling practices, policies, and imposed
27 work demands that frequently required Plaintiff and Class Members to forego their lawful, paid
28 rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such

1 requisite rest periods were not timely authorized and permitted.

2 40. Despite the above-mentioned rest period violations, Defendants did not compensate
3 Plaintiff, and on information and belief, did not pay Class Members one additional hour of pay at
4 their regular rate as required by California law, including Labor Code section 226.7 and the
5 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
6 permitted.

7 41. Moreover, Plaintiff and the Class Members were required to incur necessary
8 expenses in the discharge of their duties, including without limitation cleaning his company
9 uniform, but were not reimbursed for such necessary expenses.

10 42. Defendants also failed to provide accurate, lawful itemized wage statements to
11 Plaintiff and the Class Members in part because of the above specified violations. In addition, upon
12 information and belief, Defendants omitted an accurate itemization of total hours worked, the
13 applicable hourly rates, the number of hours worked at each rate, the name and address of the legal
14 entity that is the employer, gross pay and net pay figures from Plaintiff, and the Class Members'
15 wage statements. Such actions were and continue to be in violation of the California Labor Code
16 and applicable IWC Wage Orders.

17 43. Defendants have also made it difficult to determine applicable hourly rates of pay,
18 total hours worked, and account with precision for the unlawfully withheld wages and deductions
19 due to be paid to Non-exempt Employees, including Plaintiff, during the liability period because
20 they did not implement and preserve a lawful record-keeping method to record all hours worked,
21 meal periods, and non-provided rest and meal periods owed to employees as required for non-
22 exempt employees by 29 U.S.C. section 211(c), California Labor Code section 226, and applicable
23 California Wage Orders.

24 44. Plaintiff and the Class Members are covered by applicable California IWC Wage
25 Orders and corresponding applicable provisions of the California Code of Regulations, Title 8,
26 section 11000 *et seq.*

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1 **CLASS ACTION ALLEGATIONS**

2 45. Plaintiff brings this action on his own behalf, as well as on behalf of each and every
3 other person similarly situated, and thus, seeks class certification under California Code of Civil
4 Procedure §382.

5 46. All claims alleged herein arise under California law for which Plaintiff seeks relief
6 as authorized by California law.

7 47. The **proposed class** is comprised of and defined as: **All persons currently or**
8 **formerly employed by Defendants, directly or indirectly, as non-exempt employees, however**
9 **titled, throughout the state of California within four (4) years prior to the filing of the**
10 **Complaint in this action until the resolution of this lawsuit. (hereinafter collectively referred**
11 **to as the “Class” or “Class Members”).**

12 48. Plaintiff also seeks to represent Subclasses included in the Plaintiff’s Class, which
13 are composed of Class Members satisfying the following definitions:

14 a. All Class Members who were not paid at least minimum wage for all hours
15 worked (collectively **“Minimum Wage Subclass”**);

16 b. All Class Members who were not accurately paid overtime for hours worked
17 over eight in a day or over forty in a workweek (**collectively “Overtime Subclass”**);

18 c. All Class Members who worked more than five (5) hours in a workday and
19 were not provided with a timely, uninterrupted lawful meal period of net thirty (30) minutes, and
20 were not paid compensation of one hour premium wages at the employee’s regular rate in lieu
21 thereof (hereinafter collectively referred to as the **“First Meal Period Subclass”**);

22 d. All Class Members who worked more than ten (10) hours in a workday and
23 were not provided with a timely, uninterrupted lawful second meal period of net thirty (30) minutes,
24 and were not paid compensation of one hour premium wages at the employee’s regular rate in lieu
25 thereof (hereinafter collectively referred to as the **“Second Meal Period Subclass”**);

26 e. All Class Members who worked more than three and a half hours in a
27 workday and were not authorized and permitted to take a lawful net 10-minute rest period for every
28 four (4) hours or major fraction thereof worked per day and were not paid compensation of one

1 hour premium wages at the employee's regular rate in lieu thereof (hereinafter collectively referred
2 to as the "**Rest Period Subclass**");

3 f. All Class Members who were not provided with accurate and complete
4 itemized wage statements (hereinafter collectively referred to as the "**Inaccurate Wage Statement**
5 **Subclass**");

6 g. All Class Members who were employed by Defendants and subject to
7 Defendants' Unfair Business Practices (hereinafter collectively referred to as the "**Unfair Business**
8 **Practices Subclass**").

9 h. All Class Members who were not reimbursed for all necessary expenditures
10 (collectively "**Indemnification Subclass**").

11 49. Plaintiff reserves the right, under Rule 3.765, California Rules of Court, to amend
12 or modify the descriptions of the Class and Subclasses to provide greater specificity as appropriate,
13 or if it should be deemed necessary by the Court or to further divide the Class Members into
14 additional Subclasses or to limit the Subclasses to particular issues. Any reference herein to the
15 Class Members or the Plaintiff's Class includes the members of each of the Subclasses.

16 50. As set forth in further detail below, this action has been brought and may properly
17 be maintained as a class action under the provisions of section 382 of the Code of Civil Procedure
18 because there is a well-defined community of interest in the litigation, and the proposed Class and
19 Subclasses are easily ascertainable through Defendants' records.

20 a. Numerosity: The members of the Class and Subclasses are so numerous that
21 joinder of all members of the Class and Subclasses would be unfeasible and impractical. The
22 membership of the entire Class and Subclasses is unknown to Plaintiff at this time, however, the
23 Class is estimated to be over a hundred individuals. Accounting for employee turnover during the
24 relevant periods necessarily increases this number substantially. Plaintiff alleges Defendants'
25 employment records would provide information as to the number and location of all Class
26 Members. Joinder of all members of the proposed Class is not practicable.

1 b. The proposed class is easily ascertainable. The number and identity of the
2 class members are determinable from Defendants' payroll records and time records for each class
3 member.

4 c. Commonality: There are common questions of law and fact as to the Class
5 and Subclasses that predominate over questions affecting only individual Class Members. These
6 common questions of law and fact include, without limitation:

- 7 1) Whether Defendants engaged in unlawful time shaving;
- 8 2) Whether Defendants paid Class Members at least minimum wage for all
9 hours worked;
- 10 3) Whether Defendants knew or should have known that Class Members were
11 required to perform work off the clock;
- 12 4) Whether Defendants accurately calculated and paid all Class Members
13 overtime premiums for the hours which Plaintiff and Class Members worked in excess of eight (8)
14 hours per day and/or forty (40) hours per week;
- 15 5) Whether Defendants had a policy and practice of providing lawful, timely
16 meal periods in accordance with Labor Code § 512, as well as the applicable Industrial Welfare
17 Commission ("IWC") wage order;
- 18 6) Whether Defendants on-duty meal periods were lawful;
- 19 7) Whether Defendants had a policy and practice of complying with Labor
20 Code section 226.7 and IWC Wage Order on each instance that a lawful meal period was not
21 provided;
- 22 8) Whether Defendants failed to authorize and permit a lawful, net 10-minute
23 rest period to the Class Members for every four (4) hours or major fraction thereof worked;
- 24 9) Whether Defendants had a policy and practice of complying with Labor
25 Code section 226.7 and the IWC Wage Order on each instance that a lawful rest period was not
26 provided ;
- 27 10) Whether Defendants failed to reimburse employees for necessary expenses
28 in accordance with Labor Code section 2802;

1 11) Whether Defendants omitted required information from itemized wage
2 statements;

3 12) Whether Defendants failed to maintain accurate records of Class Members'
4 earned wages, work periods, meal periods and deductions;

5 13) Whether Defendants engaged in unfair competition in violation of section
6 17200 et seq. of the Business and Professions Code;

7 14) Whether Defendants' conduct was willful and/or reckless;

8 15) Whether Defendants failed to provide accurate itemized wage statements in
9 violation of Labor Code § 226; and

10 16) The appropriate amount of damages, restitution, and/or monetary penalties
11 resulting from Defendants' violations of California law.

12 d. Typicality: Plaintiff is qualified to, and will fairly and adequately protect the
13 interests of each member of the Class and Subclasses with whom he has a well-defined community
14 of interest. Plaintiff's claims herein alleged are typical of those claims which could be alleged by
15 any member of the Class and/or Subclasses, and the relief sought is typical of the relief which
16 would be sought by each member of the Class and/or Subclasses in separate actions. All members
17 of the Class and/or Subclasses have been similarly harmed by Defendants' failure to provide lawful
18 meal and rest periods, failure to provide accurate wage statements, failure to pay minimum wages,
19 failure to reimburse necessary expenses, and failure to accurately pay all wages earned including
20 all owed premium and overtime wages, all due to Defendants' policies and practices that affected
21 each member of the Class and/or Subclasses similarly. Further, Defendants benefited from the same
22 type of unfair and/or wrongful acts as to each member of the Class and/or Subclasses.

23 e. Adequacy: Plaintiff is qualified to, and will fairly and adequately protect the
24 interests of each member of the Class and/or Subclasses with whom he has a well-defined
25 community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that
26 he has an obligation to make known to the Court any relationships, conflicts, or differences with
27 any member of the Class and/or Subclasses, and no such relationships or conflicts are currently
28 known to exist. Plaintiff's attorneys and the proposed counsel for the Class and Subclasses are

1 versed in the rules governing class action discovery, certification, litigation, and settlement and
2 experienced in handling such matters. Other former and current employees of Defendants may also
3 serve as representatives of the Class and Subclasses if needed.

4 f. Superiority: The nature of this action makes the use of class action
5 adjudication superior to other methods. A class action will achieve economies of time, effort,
6 judicial resources, and expense, which would not be achieved with separate lawsuits. The
7 prosecution of separate actions by individual members of the Class and/or Subclasses would create
8 a risk of inconsistent and/or varying adjudications with respect to the individual members of the
9 Class and/or Subclasses, establishing incompatible standards of conduct for the Defendants, and
10 resulting in the impairment of the rights of the members of the Class and/or Subclasses and the
11 disposition of their interests through actions to which they were not parties. Thus, a class action is
12 superior to other available means for the fair and efficient adjudication of this controversy because
13 individual joinder of all Class Members is not practicable, and questions of law and fact common
14 to the Class predominate over any questions affecting only individual Class Members. Each
15 member of the Class has been damaged and is entitled to recovery by reason of Defendants'
16 unlawful policies and practices, including Defendants' failure to provide lawful meal and rest
17 periods, failure to pay minimum wages, failure to provide accurate wage statements, failure to
18 reimburse necessary expenses, and failure to accurately pay all wages earned including all owed
19 premium and overtime wages, all due to Defendants' policies and practices that affected each
20 member of the Class and/or Subclasses similarly. Class action treatment will allow those similarly
21 situated persons to litigate their claims in the manner that is most efficient and economical for both
22 parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be
23 encountered in the management of this action that would preclude its maintenance as a class action.

24 g. Public Policy Considerations: Employers in the state of California violate
25 employment and labor laws every day. However, current employees are often afraid to assert their
26 rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions
27 because they believe their former employers may damage their future endeavors through negative
28 references and/or other means. The nature of this action allows for the protection of current and

1 former employees' rights without fear of retaliation or damage. Additionally, the citizens of
2 California have a significant interest in ensuring employers comply with California's labor laws
3 and in ensuring those employers who do not are prevented from taking further advantage of their
4 employees.

5 **CLASS ACTION CLAIMS**

6 **FIRST CAUSE OF ACTION**

7 **FAILURE TO PAY MINIMUM WAGE**

8 **(By Plaintiff and the Class Against Defendants)**

9 51. Plaintiff incorporates each and every allegation set forth in all of the foregoing
10 paragraphs as if fully set forth herein.

11 52. Labor Code section 204 establishes the fundamental right of all employees in the
12 State of California to be paid wages, including minimum wage, straight time and overtime, in a
13 timely fashion for their work.

14 53. Labor Code section 1194(a) provides that notwithstanding any agreement to work
15 for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
16 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
17 of the full amount of this minimum wage or overtime compensation, including interest thereon,
18 reasonable attorney's fees, and costs of suit.

19 54. Labor Code section 1197 provides: The minimum wage for employees fixed by the
20 commission or by any applicable state or local law, is the minimum wage to be paid to employees,
21 and the payment of a lower wage than the minimum so fixed is unlawful.

22 55. Pursuant to Labor Code section 1198, it is unlawful to employ persons for longer
23 than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC
24 Wage Order(s).

25 56. The applicable wage orders and California Labor Code sections 1197 and 1182.12
26 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by
27 state law.

28 57. Labor Code sections 1194(a) and 1194.2(a) provide that an employee who has not

1 been paid the legal minimum wage as required by Labor Code section 1197 may recover the unpaid
2 balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount
3 equal to the unpaid wages and interest accrued thereon.

4 58. During all relevant periods, the California Labor Code and wage orders required that
5 Defendants fully and timely pay its non-exempt, hourly employees all wages earned and due for all
6 hours worked.

7 59. The IWC Wage Orders define "hours worked" as "the time during which an
8 employee is subject to the control of an employer, and includes all the time the employee is suffered
9 or permitted to work, whether or not required to do so."

10 60. At all times relevant, Plaintiff and Class Members consistently worked hours for
11 which they were not paid because Defendants frequently required Plaintiff and the Class Members
12 to work off the clock.

13 61. Plaintiff is informed and believes that Defendants were aware that Plaintiff and the
14 Class Members were working off the clock and that they should have been paid for this time.

15 62. In addition, Defendants failed to pay at least minimum wage for all hours worked
16 because, upon information and belief, Defendants rounded hours worked against Plaintiff and the
17 Class Members' interests, and because Defendants engaged in illegal time shaving.

18 63. Defendants' policy and practice of not paying all minimum wages violates
19 California Labor Code sections 204, 210, 216, 558, 1182.12, 1194, 1197, 1197.1, 1198, and the
20 applicable wage order.

21 64. Due to Defendants' violations of the California Labor Code and wage orders,
22 Plaintiff and the Minimum Wage Subclass members are entitled to recover from Defendants their
23 unpaid wages, statutory penalties, reasonable attorneys' fees and costs in this action, and pre-
24 judgment and post-judgment interest, as well as liquidated damages.

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1 hours in a workweek and should have been paid at the overtime rate.

2 71. Plaintiff is informed and believes that Defendants were aware that Plaintiff and the
3 Class Members were working off the clock and that they should have been paid for this time.

4 72. In addition, upon information and belief, Defendants failed to incorporate all forms
5 of compensation, including without limitation bonuses, differentials, and incentives, into the
6 regular rate for overtime purposes.

7 73. As a result, Defendants failed to pay Plaintiff and the Class members earned
8 overtime wages and such employees suffered damages as a result.

9 74. Defendants knew or should have known Plaintiff and the Class Members were
10 undercompensated as a result of these practices.

11 75. Due to Defendants' violations of the California Labor Code, Plaintiff and the Class
12 members are entitled to recover from Defendants their unpaid overtime wages, reasonable
13 attorneys' fees and costs in this action, and pre-judgment and post-judgment interest, statutory
14 penalties, and liquidated damages.

15 **THIRD CAUSE OF ACTION**

16 **FAILURE TO PROVIDE LAWFUL MEAL PERIODS**

17 **(By Plaintiff and the Class Against All Defendants)**

18 76. Plaintiff incorporates by reference and realleges each and every allegation contained
19 above, as though fully set forth herein.

20 77. Pursuant to Labor Code § 512, no employer shall employ an employee for a work
21 period of more than five (5) hours without providing a meal break of not less than thirty (30)
22 minutes in which the employee is relieved of all of his or her duties, except that when a work period
23 of not more than six (6) hours will complete the day's work the meal period may be waived by
24 mutual consent of the employer and employee.

25 78. Similarly, pursuant to Labor Code § 512, no employer shall employ an employee
26 for a work period of more than ten (10) hours without providing a second meal break of not less
27 than thirty (30) minutes in which the employee is relieved of all of his or her duties. A second meal
28 break may only be waived by mutual consent, and if the employee did not waive his or her first

1 meal period, and the employee's work day will not exceed twelve hours.

2 79. For the four (4) years preceding the filing of this lawsuit, Defendants failed to
3 provide Plaintiff and Class Members timely and uninterrupted first meal periods of not less than
4 thirty (30) minutes within the first five hours of a shift.

5 80. For the four (4) years preceding the filing of this lawsuit, Defendants also failed to
6 provide Plaintiff and Class Members timely and uninterrupted second meal periods of not less than
7 thirty (30) minutes on shifts longer than ten hours.

8 81. Indeed, during the relevant time, as a consequence of Defendants' staffing and
9 scheduling practices, lack of coverage, work demands, and Defendants' policies and practices,
10 Plaintiff and the Class Members were not provided with legally required meal periods.

11 82. On information and belief, Plaintiff and Class Members did not waive their rights to
12 meal periods under the law.

13 83. Plaintiff and the Class Members were not provided with valid lawful on-duty meal
14 periods.

15 84. Plaintiff and the Class Members were not paid one hour of pay at their regular rate
16 for each day that a first or second meal period was not lawfully provided.

17 85. As a proximate result of the aforementioned violations, Plaintiff and the Class
18 Members have been damaged in an amount according to proof at time of trial.

19 86. Pursuant to Labor Code § 226.7, Plaintiff and Class Members are entitled to recover
20 one (1) hour of premium pay for each day in which a meal period violation occurred. They are also
21 entitled to recover reasonable attorneys' fees, cost, interest, and penalties as applicable.

22 87. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to
23 represent have been deprived of premium wages in amounts to be determined at trial, and are
24 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,
25 under Labor Code sections 218.6, 226.7, 512 and the applicable IWC Wage Orders, and Civil Code
26 section 3287.

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1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO AUTHORIZE AND PERMIT LAWFUL REST PERIODS**

3 **(By Plaintiff and the Class Against All Defendants)**

4 88. Plaintiff incorporates by reference and realleges each and every allegation contained
5 above, as though fully set forth herein.

6 89. Pursuant to the IWC wage orders applicable to Plaintiff's and Class Members'
7 employment by Defendants, "Every employer shall authorize and permit all employees to take rest
8 periods, which insofar as practicable shall be in the middle of each work period.... [The] authorized
9 rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net
10 rest time per four (4) hours worked or major fraction thereof.... Authorized rest period time shall
11 be counted as hours worked, for which there shall be no deduction from wages."

12 90. Labor Code §226.7(a) prohibits an employer from requiring any employee to work
13 during any rest period mandated by an applicable order of the IWC.

14 91. Defendants were required to authorize and permit employees such as Plaintiff and
15 Class Members to take rest periods during shifts in excess of 3.5 hours, based upon the total hours
16 worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof,
17 with no deduction from wages.

18 92. Despite said requirements of the IWC wage orders applicable to Plaintiff's and Class
19 Member's employment with Defendants, Defendants failed and refused to authorize and permit
20 Plaintiff and Class Members to take lawful, net ten (10) minute rest periods for every four (4) hours
21 worked, or major fraction thereof.

22 93. Defendants did not pay Plaintiff one additional hour of pay at his regular rate of pay
23 for each day that a rest period violation occurred. On information and belief, the other members of
24 the Class endured similar violations as a result of Defendants' rest period policies and practices and
25 Defendants did not pay said Class Members premium pay as required by law.

26 94. By their failure to authorize and permit Plaintiff and the Class Members to take a
27 lawful, net ten (10) minute rest period free from work duties every four (4) hours or major fraction
28 thereof worked, including failure to provide two (2) total rest periods on six to ten hour shifts and

1 three (3) total ten (10) minute rest periods on days on which Plaintiff and the other Class Members
2 work(ed) work a third rest period for shifts in excess of ten (10) hours, and by their failure to provide
3 compensation for such unprovided rest periods as alleged herein, Defendants willfully violated the
4 provisions of Labor Code sections 226.7 and the applicable IWC Wage Order(s).

5 95. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to
6 represent have been deprived of premium wages in amounts to be determined at trial, and are
7 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,
8 under Labor Code sections 218.6, 226.7, the applicable IWC Wage Orders, and Civil Code 3287.

9 **FIFTH CAUSE OF ACTION**

10 **FAILURE TO TIMELY PAY WAGES DUE AND PAYABLE DURING EMPLOYMENT**

11 **(By Plaintiff and the Class Against All Defendants)**

12 96. Plaintiff incorporates by reference and realleges each and every allegation contained
13 above, as though fully set forth herein.

14 97. Labor Code section 204 requires that all wages are due and payable twice in each
15 calendar month.

16 98. The wages required by Wage Order 4-2001, 5-2001 and 15-2001 and Labor Code
17 §§ 226.7, 510, 1194, 1454 and other sections became due and payable to each employee in each
18 month that he or she was not paid minimum wage, straight or overtime wages to which he or she
19 was entitled.

20 99. Defendants violated Labor Code § 204 by systematically refusing to pay wages due
21 under the Labor Code and applicable wage orders.

22 100. Labor Code section 210 (a) provides that "In addition to, and entirely independent
23 and apart from, any other penalty provided in this article, every person who fails to pay the wages
24 of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and
25 1197.5, shall be subject to a penalty as follow:

- 26 (1) For any initial violation, one hundred dollars (\$100) for each failure to pay
27 each employee.
28

(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

101. As a result of the unlawful acts of Defendants, Plaintiff and the Class Members he seeks to represent have been deprived of wages in amounts to be determined at trial, and are entitled to recovery of such amounts, penalties, plus interest thereon, attorneys fees, and costs, pursuant to Labor Code § 210, 218.5, 218.6, 510, 1194.

SIXTH CAUSE OF ACTION

Failure to Provide Accurate Wage Statements in Violation Of Cal. Labor Code § 226(a)

(By Plaintiff and the Class Against All Defendants)

102. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

103. Labor Code section 226(a) reads in pertinent part: “Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during each the pay period and the corresponding number of hours worked at each hourly rate by the employee....”.

104. Further, the IWC Wage Orders require in pertinent part: Every employer shall keep accurate information with respect to each employee including the following: (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the payroll period and applicable rates of pay....”

105. Labor Code section 1174 of the California also requires Defendants to maintain and

1 preserve, in a centralized location, among other items, records showing the names and addresses of
2 all employees employed and payroll records showing the hours worked daily by, and the wages
3 paid to, its employees. On information and belief and based thereon, Defendants have knowingly
4 and intentionally failed to comply with Labor Code section 1174, including by implementing the
5 policies and procedures and committing the violations alleged in the preceding causes of action and
6 herein. Defendants' failure to comply with Labor Code section 1174 is unlawful pursuant to Labor
7 Code section 1175.

8 106. Defendants have failed to record many of the items delineated in applicable
9 Industrial Wage Orders and Labor Code section 226, and required under Labor Code section 1174,
10 including by virtue of the fact that each wage statement which failed to accurately compensate
11 Plaintiff and Class Members for all hours worked and for missed and non-provided meal and rest
12 periods, or which failed to include compensation for all minimum wages earned or overtime hours
13 worked, was an inaccurate wage statement.

14 107. On information and belief, Defendants failed to implement and preserve a lawful
15 record-keeping method to record all hours worked, meal periods, and non-provided meal and rest
16 periods owed to employees, as required for Non-Exempt Employees under California Labor Code
17 section 226 and applicable California Wage Orders. In order to determine if they had been paid
18 the correct amount and rate for all hours worked, Plaintiff and Class Members have been, would
19 have been, and are compelled to try to discover the required information missing from their wage
20 statements and to perform complex calculations in light of the inaccuracies and incompleteness of
21 the wage statements Defendants provided to them.

22 108. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC
23 Wage Orders, Defendants did not and still do not furnish each of the members of the Wage
24 Statement Class with an accurate itemized statement in writing accurately reflecting all of the
25 required information. Specifically, Defendants have also omitted accurate itemizations of total
26 hours worked, the name and address of the legal entity that is the employer, and gross pay from
27 Plaintiff and the Class Members' wage statements. In addition, Defendants have failed to provide
28 accurate itemized wage statements as a consequence of the above-specified violations for failure to

1 accurately pay all wages owed, accurately record all hours worked, and failure to pay meal and rest
2 period premiums as required by law.

3 109. Moreover, upon information and belief, as a pattern and practice, in violation of
4 Labor Code section 226(a) and the IWC Wage Orders, Defendants did not and do not maintain
5 accurate records pertaining to the total hours worked for Defendants by the members of the Wage
6 Statement Class, including but not limited to, beginning and ending of each work period, meal
7 period and split shift interval, the total daily hours worked, and the total hours worked per pay
8 period and applicable rates of pay.

9 110. Plaintiff and the members of the Wage Statement Class have suffered injury as a
10 result of Defendants' failure to maintain accurate records for the members of the Wage Statement
11 Class in that the members of the Wage Statement Class were not timely provided written accurate
12 itemized statements showing all requisite information, such that the members of the Wage
13 Statement Class were misled by Defendants as to the correct information regarding various items,
14 including but not limited to the identity of the employer, total hours worked by the employee, gross
15 pay, net wages earned and all applicable hourly rates in effect during the pay period and the
16 corresponding number of hours worked at each hourly rate.

17 111. Pursuant to Labor Code section 226, and in light of Defendants' violations addressed
18 above, Plaintiff and the Wage Statement Class Members are each entitled to recover up to a
19 maximum of \$4,000.00, along with an award of costs and reasonable attorneys' fees.

20 **SEVENTH CAUSE OF ACTION**

21 **VIOLATION OF CAL. BUSINESS & PROFESSIONS CODE § 17200, *ET SEQ.***

22 **Unfair Competition**

23 **(By Plaintiff and the Class Against All Defendants)**

24 112. Plaintiff incorporates by reference and realleges each and every allegation contained
25 above, as though fully set forth herein.

26 113. Defendants' conduct, as alleged in this complaint, has been, and continues to be,
27 unfair, unlawful, and harmful to Plaintiff and Class Members, Defendants' competitors, and the
28 general public. Plaintiff also seeks to enforce important rights affecting the public interest within

1 the meaning of the California Code of Civil Procedure § 1021.5.

2 114. Defendants' policies, activities, and actions as alleged herein are violations of
3 California law and constitute unlawful business acts and practices in violation of California
4 Business and Professions Code §§ 17200, *et seq.*

5 115. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be
6 predicated on the violation of any state or federal law.

7 116. The state law violations, including violations of the relevant IWC Wage Order,
8 detailed herein above are the predicate violations for this cause of action. By way of example only,
9 in the instant case Defendants' policy of failing to lawfully provide Plaintiff and the Class with
10 timely meal and rest periods or pay one (1) hour of premium pay when a meal or rest period was
11 not lawfully provided violates Labor Code § 512, and § 226.7, and the IWC Wage Orders.
12 Defendants further violated the law through their policies of failing to fully and accurately
13 compensate Plaintiff and the Class Members for all hours worked, including minimum wages and
14 overtime, and failing to reimburse for necessary expenses, as well as failing to provide accurate
15 itemized wage statement as specified herein.

16 117. Plaintiff and the Class Members have been personally aggrieved by Defendants'
17 unlawful and unfair business acts and practices alleged herein by the loss of money and/or property.

18 118. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiff
19 and the Class Members are entitled to restitution of the wages withheld and retained by Defendants
20 during a period that commences four (4) years prior to the filing of this complaint; an award of
21 attorneys' fees pursuant to California Code of Civil Procedure §1021.5; interest; and an award of
22 costs.

23 **EIGHTH CAUSE OF ACTION**

24 **Failure to Reimburse Necessary Business Expenses in**

25 **Violation Of Cal. Labor Code §§ 2800 And 2802**

26 **(By Plaintiff and the Class Against All Defendants)**

27 119. Plaintiff incorporates by reference and realleges each and every allegation contained
28 above, as though fully set forth herein.

120. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

121. Labor Code § 2802 requires Defendants to indemnify Plaintiff and Class Members for necessary expenditures incurred in direct consequence of the discharge of his or her duties.

122. Plaintiff and the members of the Indemnification Class were required to incur expenses in the performance of their assigned job duties. For example, Plaintiff and the Indemnification Class Members were required to incur numerous out of pocket expenses, including without limitation, the cost of cleaning their uniforms, in direct consequence of the discharge of their duties.

123. Upon information and belief, the Defendants did not reimburse Plaintiff or the Plaintiff's subclass for such expenses.

124. As a result of the unlawful acts of Defendants, Plaintiff and the Subclass Members have been deprived of unreimbursed sums in amounts to be determined at trial, and are entitled to the recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code §2802.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff pray judgment against Defendants, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representatives of the Class;
3. That Plaintiff be appointed as the representatives of the Subclasses; and
4. That counsel for Plaintiff be appointed as counsel for the Class and Subclasses.

On the First Cause of Action

(Failure to pay minimum wages)

1. For the unpaid balance of the full amount of any minimum wages, and regular wages owed, as well as interest thereon,
2. Penalties according to statute,
3. Liquidated damages,

4. Reasonable attorneys' fees, and costs of suit;
5. For interest and
6. For such other and further relief as the Court deems proper.

On the Second Cause of Action

(Failure to pay overtime)

1. For the unpaid balance of the full amount of any overtime wages owed, as well as interest thereon,
2. Penalties according to statute,
3. Liquidated damages,
4. Reasonable attorneys' fees, and costs of suit;
5. For interest and
6. For such other and further relief as the Court deems proper.

On the Third Cause of Action

(Failure to Provide Lawful Meal Periods)

1. For one (1) hour of premium pay for each day in which a required meal period was not lawfully provided;
2. For reasonable attorneys' fees and costs pursuant to statute; and
3. For such other and further relief as the Court deems proper.

On the Fourth Cause of Action

(Failure to Authorize and Permit Lawful Rest Periods)

1. For one (1) hour of premium pay for each day in which a required rest period was not lawfully authorized and permitted; and
2. For reasonable attorneys' fees and costs pursuant to statute; and
3. For such other and further relief as the Court deems proper.

On the Fifth Cause of Action

(Failure to Timely Pay Wages Due and Payable During Employment)

1. For unpaid wages;

2. For penalties pursuant to Labor Code § 210 and 25% of the amount of wages unlawfully withheld;

3. For interest;

4. For reasonable attorneys' fees and costs pursuant to statute; and

5. For such other and further relief as the Court deems proper.

On the Sixth Cause of Action

(Failure to Provide Accurate Itemized Wage Statements)

1. For statutory penalties, including penalties pursuant to Labor Code section 226;

2. For reasonable attorneys' fees and costs; and

3. For such other and further relief as the Court deems proper;

On the Seventh Cause of Action

(Violation of the Unfair Competition Law)

1. That Defendants, jointly and/or severally, pay restitution and/or disgorgement of sums to Plaintiff and Class Members for the Defendants' past failure to pay minimum, overtime and regular wages, for Defendants' past failure to reimburse necessary expenses, and for premium wages for meal and rest periods that were not provided to Plaintiff and Class Members over the last four (4) years in an amount according to proof;

2. For reasonable attorneys' fees that Plaintiff and Class Members are entitled to recover under California Code of Civil Procedure § 1021.5 and Labor Code section 1194, 1197, 1198 ;

3. For pre-judgment interest on any unpaid minimum, regular and overtime wages due from the day that such amounts were due;

4. For costs of suit incurred herein that Plaintiff and Class Members are entitled to recover under the Labor Code; and

5. For such other and further relief as the Court deems proper.

On the Eighth Cause of Action

(Failure to Reimburse Necessary Expenses)

1. For unreimbursed sums;

2. For reasonable attorneys' fees and costs pursuant to statute;
3. For interest; and
4. For such other and further relief as the Court deems proper.

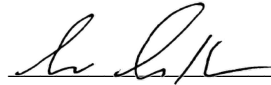
DEMAND FOR JURY TRIAL

Plaintiff, on behalf of the Class and Subclasses, respectfully demand a jury trial in this matter.

Respectfully submitted,

EMPLAW, LLP

Dated: April 25, 2025



Christina M. Lucio, Esq.

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Attorneys for Plaintiff

AHMAD SARI KASSEM, individually,
and on behalf of himself and all others similarly situated