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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **IN AND FOR THE COUNTY OF SACRAMENTO**

11
12 EDGAR TREJO, individually and on behalf
of others similarly situated,

13 Plaintiff,

14 vs.

15 PLACER ROOFING INC., a California
16 corporation, and DOES 1 through 50,
17 inclusive,

Case No: **25CV017978**

CLASS ACTION COMPLAINT FOR:

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

- 1 8) FAILURE TO REIMBURSE
2 EMPLOYEES FOR REQUIRED
3 EXPENSES IN VIOLATION OF
4 CALIFORNIA LABOR CODE §2802;
5 9) FAILURE TO PROVIDE TIMELY PAID
6 WAGES IN VIOLATION OF CAL. LAB.
7 CODE §§ 204 and 210
8 10) VIOLATION OF THE PRIVATE
9 ATTORNEYS GENERAL ACT [LABOR
10 CODE §§ 2698 *et seq.*]

11 **DEMAND FOR A JURY TRIAL**

12 PLAINTIFF EDGAR TREJO (“PLAINTIFF”), an individual, on behalf of himself
13 and all other similarly situated current and former employees, alleges on information and belief,
14 except for his own acts and knowledge which are based on personal knowledge, the following:

15 **THE PARTIES**

16 1. Defendant PLACER ROOFING INC. (“DEFENDANT”) is a California
17 corporation that at all relevant times mentioned herein conducted and continues to conduct
18 substantial and regular business in the state of California, county of Imperial, owns, operates,
19 and/or manages a roofing business that provides installation, maintenance, and repair services for
20 commercial and residential properties.

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

1 3. The agents, servants, and/or employees of the DEFENDANT and each of them
2 acting on behalf of the DEFENDANT acted within the course and scope of his, her or its authority
3 as the agent, servant and/or employee of the DEFENDANT, and personally participated in the
4 conduct alleged herein on behalf of the DEFENDANT with respect to the conduct alleged herein.
5 Consequently, the acts of each DEFENDANT are legally attributable to the other DEFENDANTS
6 and all DEFENDANTS are jointly and severally liable to PLAINTIFF and the other members of
7 the CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
8 DEFENDANT'S agents, servants and/or employees.

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

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

20 6. DEFENDANT employed PLAINTIFF in California from May 2022 to the present.
21 PLAINTIFF was at all times classified by DEFENDANT as a non-exempt employee, paid on an
22 hourly basis, and entitled to the legally required meal and rest periods and payment of minimum
23 and overtime wages due for all time worked.

24 7. PLAINTIFF brings this Class Action on behalf of himself and a California class,
25 defined as all persons who are or previously were employed by DEFENDANT in California and
26 classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the period
27 beginning four (4) years prior to the filing of this Complaint and ending on the date as determined
28

1 by the Court (the "CLASS PERIOD"). The amount in controversy for the aggregate claim of the
2 CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

3 8. PLAINTIFF brings this Class Action on behalf of himself and a CALIFORNIA
4 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
5 the CLASS PERIOD caused by DEFENDANT'S uniform policy and practice which failed to
6 lawfully compensate these employees. DEFENDANT'S uniform policy and practice alleged
7 herein was an unlawful, unfair and deceptive business practice whereby DEFENDANT retained
8 and continues to retain wages due PLAINTIFF and the other members of the CALIFORNIA
9 CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction
10 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and the
11 other members of the CALIFORNIA CLASS who have been economically injured by
12 DEFENDANT'S past and current unlawful conduct, and all other appropriate legal and equitable
13 relief.

14 9. DEFENDANT'S uniform policies and practices alleged herein were unlawful,
15 unfair and deceptive business practices whereby DEFENDANT retained and continues to retain
16 wages due PLAINTIFF and the other members of the CALIFORNIA CLASS.

17 10. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an
18 injunction enjoining such conduct by DEFENDANT in the future, relief for the named
19 PLAINTIFF and the other members of the CALIFORNIA CLASS who have been economically
20 injured by DEFENDANT'S past and current unlawful conduct, and all other appropriate legal and
21 equitable relief.

22 **JURISDICTION AND VENUE**

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

27 12. Venue is proper in this Court pursuant to California Code of Civil Procedure,
28 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and

1 DEFENDANT (i) currently maintains and at all relevant times maintained offices and facilities
2 in this County and/or conducts substantial business in this County, and (ii) committed the
3 wrongful conduct herein alleged in this County against members of the CALIFORNIA CLASS.

4 **THE CONDUCT**

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

24 **A. Meal Period Violations**

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

1 PERIOD, DEFENDANT required PLAINTIFF and CALIFORNIA CLASS Members to work
2 without paying them for all the time they were under DEFENDANT'S control. Specifically, as a
3 result of PLAINTIFF'S demanding work requirements, performing roofing and construction
4 work, and DEFENDANT'S understaffing, DEFENDANT required PLAINTIFF to work while
5 clocked out during what was supposed to be PLAINTIFF'S off-duty meal break. PLAINTIFF
6 and other CALIFORNIA CLASS Members were disallowed from leaving the premises for lunch.
7 As a result, the PLAINTIFF and other CALIFORNIA CLASS Members forfeited minimum wage
8 and overtime wages by regularly working without their time being accurately recorded and
9 without compensation at the applicable minimum wage and overtime rates. DEFENDANT'S
10 uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA CLASS Members
11 for all time worked is evidenced by DEFENDANT'S business records.

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

28 //

1 **Rest Period Violations**

2
3 16. During the CLASS PERIOD, PLAINTIFF and other CALIFORNIA CLASS
4 members were required to work in excess of four (4) hours without being provided ten (10) minute
5 rest periods as a result of their rigorous work requirements, performing roofing and construction
6 work, and DEFENDANT'S inadequate staffing. Further, for the same reasons these employees
7 were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least
8 two (2) to four (4) hours from time to time, a first and second rest period of at least ten (10)
9 minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and a
10 first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
11 hours or more from time to time. When they were provided with rest breaks, PLAINTIFF and
12 other CALIFORNIA CLASS Members were, from time to time, required to remain on duty and/or
13 on call. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-
14 hour wages *in lieu* thereof. As a result of their rigorous work schedules and DEFENDANT'S
15 inadequate staffing, PLAINTIFF and other CALIFORNIA CLASS Members were routinely
16 denied their proper rest periods by DEFENDANT and DEFENDANT'S managers.

17 **B. Regular Rate Violation – Overtime, and Meal and Rest Period Premiums**

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

26 18. State law provides that employees must be paid overtime at one-and-one half times
27 their "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS Members were
28 compensated at an hourly rate.

1 19. However, from-time-to-time, when calculating the regular rate of pay, in those pay
2 periods where PLAINTIFF and the CALIFORNIA CLASS Members worked overtime,
3 DEFENDANT failed to calculate all hours worked rather than just all non-overtime hours worked.

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

14 **C. Unreimbursed Business Expenses**

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

26 1. In the course of their employment, DEFENDANT required PLAINTIFF and other
27 CALIFORNIA CLASS Members to purchase work boots, screw guns, hand tools, safety gear, and
28 other personal protective equipment as a result of and in furtherance of their job duties as employees

1 for DEFENDANT. But for the use of their own personal tools and equipment, PLAINTIFF and the
2 CALIFORNIA CLASS Members could not complete their essential job duties. As a result, in the
3 course of their employment with DEFENDANT'S, the PLAINTIFF and other CALIFORNIA
4 CLASS Members incurred unreimbursed business expenses, but were not limited to, costs related
5 to the use of their personal tools and equipment, all on behalf of and for the benefit of
6 DEFENDANT.

7 **D. Wage Statement Violations**

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

16 23. From time to time during the CLASS PERIOD, when PLAINTIFF and other
17 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurate missed
18 meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also failed
19 to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and accurate
20 wage statements which failed to show, among other things, the total hours worked and all
21 applicable hourly rates in effect during the pay period and the corresponding amount of time
22 worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest
23 periods.

24 24. In addition to the violations described above, DEFENDANT, from time to time,
25 failed to provide PLAINTIFF and the CALIFORNIA CLASS Members with wage statements
26 that comply with Cal. Lab. Code § 226. Specifically, DEFENDANT failed to include the correct
27 total number of hours worked on the wage statements.
28

1 25. As a result, DEFENDANT issued PLAINTIFF and the other members of the
2 CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,
3 DEFENDANT’S violations are knowing and intentional, were not isolated or due to an
4 unintentional payroll error due to clerical or inadvertent mistake.

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

6 26. During the CLASS PERIOD, from time-to-time DEFENDANT failed and
7 continue to fail to accurately pay PLAINTIFF and the other members of the CALIFORNIA
8 CLASS for all hours worked. Specifically, DEFENDANT from time-to-time required
9 PLAINTIFF and the other members of the CALIFORNIA CLASS to perform off-the-clock pre-
10 shift and post-shift work. For instance, DEFENDANT required PLAINTIFF and the other
11 members of the CALIFORNIA CLASS, from time to time, to perform tasks such as organizing
12 materials and preparing job sites, time for which DEFENDANT did not provide compensation
13 while off the clock. Notwithstanding, from time-to-time DEFENDANT failed to pay PLAINTIFF
14 and other members of the CALIFORNIA CLASS necessary wages for attending and performing
15 work at DEFENDANT’S direction, request and benefit, while off-the clock.

16 27. DEFENDANT directed and directly benefited from the uncompensated off-the-
17 clock work performed by PLAINTIFF and the other members of the CALIFORNIA CLASS.

18 28. DEFENDANT controlled the work schedules, duties, protocols, applications,
19 assignments, and employment conditions of PLAINTIFF and the other members of the
20 CALIFORNIA CLASS.

21 29. DEFENDANT was able to track the amount of time PLAINTIFF and the other
22 members of the CALIFORNIA CLASS spent working; however, DEFENDANT failed to
23 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
24 wages earned and owed for all the work they performed, including pre-shift, post shift and during
25 meal period off-the-clock work.

26 30. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-
27 exempt employees, subject to the requirements of the California Labor Code.
28

1 31. DEFENDANT’S policies and practices deprived PLAINTIFF and the other
2 members of the CALIFORNIA CLASS of all minimum, regular, overtime, and double time wages
3 owed for the off-the-clock work activities. Because PLAINTIFF and the other members of the
4 CALIFORNIA CLASS typically worked over 40 hours in a workweek, and more than eight (8)
5 hours per day, DEFENDANT’S policies and practices also deprived them of overtime pay.

6 32. DEFENDANT knew or should have known that PLAINTIFF and the other
7 members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.

8 33. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
9 forfeited wages due to them for all hours worked at DEFENDANT’S direction and control.

10 34. DEFENDANT’S uniform policy and practice to not pay PLAINTIFF and the
11 members of the CALIFORNIA CLASS wages for all hours worked in accordance with applicable
12 law is evidenced by DEFENDANT’S business records.

13 35. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
14 off duty meal and rest breaks and was not fully relieved of duty for his rest and meal periods.
15 PLAINTIFF was required to perform work as ordered by DEFENDANT’S for more than five (5)
16 hours during a shift without receiving an off-duty meal break. Further, DEFENDANT failed to
17 provide PLAINTIFF with a second off-duty meal period each workday in which he was required
18 by DEFENDANT to work ten (10) hours of work. When DEFENDANT provided PLAINTIFF
19 with a rest break, they required PLAINTIFF to remain on the premises, on-duty and on-call, for
20 the rest break. DEFENDANT’S policy caused PLAINTIFF to remain on-call and on-duty during
21 what was supposed to be his off-duty meal periods. PLAINTIFF therefore forfeited meal and rest
22 breaks without additional compensation and in accordance with DEFENDANT’S strict corporate
23 policy and practice. Moreover, DEFENDANT also provided PLAINTIFF with a paystub that
24 failed to comply with Cal. Lab. Code § 226. Further, DEFENDANT also failed to reimburse
25 PLAINTIFF for required business expenses related to the purchase of tools and equipment on
26 behalf of and in furtherance of his employment with DEFENDANT. To date, DEFENDANT has
27 not fully paid PLAINTIFF the minimum, overtime and double time compensation still owed to
28

1 him or any penalty wages owed to him under Cal. Lab. Code § 203. The amount in controversy
2 for PLAINTIFF individually does not exceed the sum or value of \$75,000.

3 **F. CLASS ACTION ALLEGATIONS**

4 36. PLAINTIFF brings the First through Eighth Causes of Action as a class action
5 pursuant to California Code of Civil Procedure § 382 on behalf of all of DEFENDANT’S current
6 and former non-exempt California employees (“CALIFORNIA CLASS”) during the period
7 beginning four years prior to the filing of the Complaint and ending on a date determined by the
8 Court (“CLASS PERIOD”).

9 37. PLAINTIFF and the other CALIFORNIA CLASS Members have uniformly been
10 deprived of wages and penalties from unpaid wages earned and due, including but not limited to
11 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
12 illegal meal and rest period policies, failed to reimburse for business expenses, failed compensate
13 for off-the-clock work, failure to provide accurate itemized wage statements, failure to maintain
14 required records, and interest, statutory and civil penalties, attorney’s fees, costs, and expenses.

15 38. The members of the class are so numerous that joinder of all class members is
16 impractical.

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

- 26 a. Whether DEFENDANT maintained legally compliant meal period policies and
27 practices;
28

- b. Whether DEFENDANT maintained legally compliant rest period policies and practices;
- c. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS Members accurate premium payments for missed meal and rest periods;
- d. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS Members accurate overtime wages;
- e. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS Members at least minimum wage for all hours worked;
- f. Whether DEFENDANT failed to compensate PLAINTIFF 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 PLAINTIFF 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 PLAINTIFF 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 PLAINTIFF and the other members of the CALIFORNIA CLASS with the legally required meal and rest periods.

40. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a result of DEFENDANT'S conduct and actions alleged herein.

41. PLAINTIFF'S claims are typical of the claims of the class, and PLAINTIFF has the same interests as the other members of the class.

42. PLAINTIFF will fairly and adequately represent and protect the interests of the CALIFORNIA CLASS Members.

1 43. PLAINTIFF retained able class counsel with extensive experience in class action
2 litigation.

3 44. Further, PLAINTIFF'S interests are coincident with, and not antagonistic to, the
4 interests of the other CALIFORNIA CLASS Members.

5 45. There is a strong community of interest among PLAINTIFF and the members of
6 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANT are
7 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
8 sustained.

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

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

- 20 a. Inconsistent or varying adjudications with respect to individual members of the
21 CALIFORNIA CLASS which would establish incompatible standards of conduct
22 for the parties opposing the CALIFORNIA CLASS; and/or,
23 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
24 which would as a practical matter be dispositive of the interests of the other
25 members not party to the adjudication or substantially impair or impeded their
26 ability to protect their interests.
27
28

48. 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'S.

FIRST CAUSE OF ACTION

Unlawful Business Practices

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

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

49. PLAINTIFF, 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.

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

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

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

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

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

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

13 55. By the conduct alleged herein, DEFENDANT'S practices were also unlawful,
14 unfair and deceptive in that DEFENDANT'S employment practices caused PLAINTIFF and the
15 other members of the CALIFORNIA CLASS to be underpaid during their employment with
16 DEFENDANT.

17 56. By the conduct alleged herein, DEFENDANT'S practices were also unfair and
18 deceptive in that DEFENDANT's uniform policies, practices and procedures failed to provide
19 legally required meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members
20 as required by Cal. Lab. Code §§ 226.7 and 512.

21 57. Therefore, PLAINTIFF demands on behalf of himself and on behalf of each
22 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
23 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for
24 each workday in which a second off-duty meal period was not timely provided for each ten (10)
25 hours of work.

26 58. PLAINTIFF further demands on behalf of himself and on behalf of each
27 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was
28 not timely provided as required by law.

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

60. 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.*

61. PLAINTIFF 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 PLAINTIFF 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.

62. PLAINTIFF 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.

63. PLAINTIFF 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, PLAINTIFF 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 PLAINTIFF and the CALIFORNIA CLASS against all Defendants)

64. PLAINTIFF, 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.

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

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

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

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

69. DEFENDANT maintained a uniform wage practice of paying PLAINTIFF and the other members of the CALIFORNIA CLASS without regard to the correct amount of time they worked. As set forth herein, DEFENDANT'S uniform policy and practice was to unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the other members of the CALIFORNIA CLASS.

70. DEFENDANT'S uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the CALIFORNIA CLASS as a whole as a result of implementing a uniform policy and practice that denied accurate compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS in regard to minimum wage pay.

71. In committing these violations of the California Labor Code, DEFENDANT inaccurately calculated the amount of time worked and consequently underpaid the actual time

1 worked by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANT acted
2 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of
3 the California Labor Code, the Industrial Welfare Commission requirements and other applicable
4 laws and regulations.

5 72. As a direct result of DEFENDANT'S unlawful wage practices as alleged herein,
6 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
7 minimum wage compensation for their time worked for DEFENDANT.

8 73. During the CLASS PERIOD, PLAINTIFF and the other members of the
9 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
10 failure to pay all earned wages.

11 74. By virtue of DEFENDANT'S unlawful failure to accurately pay all earned
12 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
13 time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have
14 suffered and will continue to suffer an economic injury in amounts which are presently unknown
15 to them, and which will be ascertained according to proof at trial.

16 75. DEFENDANT knew or should have known that PLAINTIFF and the other
17 members of the CALIFORNIA CLASS are under-compensated for their time worked.
18 DEFENDANT systematically elected, either through intentional malfeasance or gross
19 nonfeasance, to not pay employees for their labor as a matter of uniform corporate policy, practice
20 and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
21 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages
22 for their time worked.

23 76. In performing the acts and practices herein alleged in violation of California labor
24 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
25 and provide them with the requisite compensation, DEFENDANT acted and continues to act
26 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
27 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
28 consequences to them, and with the despicable intent of depriving them of their property and legal

1 rights, and otherwise causing them injury in order to increase company profits at the expense of
2 these employees.

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

14 **THIRD CAUSE OF ACTION**

15 **Failure To Pay Overtime Compensation**

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

17 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

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

21 79. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim
22 for DEFENDANT'S willful and intentional violations of the California Labor Code and the
23 Industrial Welfare Commission requirements for DEFENDANT'S failure to pay these employees
24 for all overtime worked, including, work performed in excess of eight (8) hours in a workday,
25 and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

26 80. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
27 public policy, an employer must timely pay its employees for all hours worked.
28

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

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

9 83. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS Members
10 were required by DEFENDANT to work for DEFENDANT and were not paid for all the time
11 they worked, including overtime work.

12 84. DEFENDANT'S uniform pattern of unlawful wage and hour practices
13 manifested, without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
14 implementing a uniform policy and practice that failed to accurately record overtime worked by
15 PLAINTIFF and other CALIFORNIA CLASS Members and denied accurate compensation to
16 PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked,
17 including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve
18 (12) hours in a workday, and/or forty (40) hours in any workweek.

19 85. In committing these violations of the California Labor Code, DEFENDANT
20 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
21 PLAINTIFF and other CALIFORNIA CLASS Members. DEFENDANT acted in an illegal
22 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
23 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
24 regulations.

25 86. As a direct result of DEFENDANT'S unlawful wage practices as alleged herein,
26 the PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive full
27 compensation for overtime worked.
28

1 87. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
2 from the overtime requirements of the law. None of these exemptions are applicable to the
3 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the
4 other members of the CALIFORNIA CLASS were not subject to a valid collective bargaining
5 agreement that would preclude the causes of action contained in this Complaint. Rather,
6 PLAINTIFF brings this Action on behalf of himself and the CALIFORNIA CLASS based on
7 DEFENDANT'S violations of non-negotiable, non-waivable rights provided by the State of
8 California.

9 88. During the CLASS PERIOD, PLAINTIFF and the other members of the
10 CALIFORNIA CLASS have been paid less for overtime worked that they are entitled to,
11 constituting a failure to pay all earned wages.

12 89. DEFENDANT failed to accurately pay the PLAINTIFF and the other members of
13 the CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
14 maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 & 1198, even
15 though PLAINTIFF and the other members of the CALIFORNIA CLASS were required to work,
16 and did in fact work, overtime as to which DEFENDANT failed to accurately record and pay as
17 evidenced by DEFENDANT'S business records and witnessed by employees.

18 90. By virtue of DEFENDANT'S unlawful failure to accurately pay all earned
19 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for all
20 overtime worked by these employees, PLAINTIFF and the other members of the CALIFORNIA
21 CLASS have suffered and will continue to suffer an economic injury in amounts which are
22 presently unknown to them, and which will be ascertained according to proof at trial.

23 91. DEFENDANT'S knew or should have known that PLAINTIFF and the other
24 members of the CALIFORNIA CLASS were undercompensated for all overtime worked.
25 DEFENDANT systematically elected, either through intentional malfeasance or gross
26 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
27 and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
28 PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked.

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

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

20 **FOURTH CAUSE OF ACTION**

21 **Failure To Provide Required Meal Periods**

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

23 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

24 94. PLAINTIFF and the other members of the CALIFORNIA CLASS, reallege and
25 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
26 Complaint.

27 95. During the CLASS PERIOD, DEFENDANT failed to provide all the legally
28 required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS Members as

1 required by the applicable Wage Order and Labor Code. The nature of the work performed by
2 PLAINTIFF and CALIFORNIA CLASS MEMBERS did not prevent these employees from being
3 relieved of all of their duties for the legally required off-duty meal periods. As a result of their
4 rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS Members were often not
5 fully relieved of duty by DEFENDANT for their meal periods. Additionally, DEFENDANT'S
6 failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with legally required
7 meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT'S business
8 records. Further, DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS
9 Members with a second off-duty meal period in some workdays in which these employees were
10 required by DEFENDANT to work ten (10) hours of work. As a result, PLAINTIFF and other
11 members of the CALIFORNIA CLASS forfeited meal breaks without additional compensation
12 and in accordance with DEFENDANT'S strict corporate policy and practice.

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

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

21 **FIFTH CAUSE OF ACTION**

22 **Failure To Provide Required Rest Periods**

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

24 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

25 98. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
26 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
27 Complaint.
28

1 99. From time to time, PLAINTIFF and other CALIFORNIA CLASS Members were
2 required to work in excess of four (4) hours without being provided ten (10) minute rest periods.
3 Further, these employees were denied their first rest periods of at least ten (10) minutes for some
4 shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10)
5 minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and
6 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more.
7 PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-hour
8 wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other
9 CALIFORNIA CLASS Members were periodically denied their proper rest periods by
10 DEFENDANT and DEFENDANT’S managers. DEFENDANT failed to compensate PLAINTIFF
11 and CALIFORNIA CLASS Members for their rest periods as required by the applicable Wage
12 Order and Labor Code. DEFENDANT did not have a policy or practice which paid for off-duty
13 rest periods to PLAINTIFF and the other CALIFORNIA CLASS Members when they worked as
14 non-exempt sales employees. As a result, DEFENDANT’S failure to provide PLAINTIFF and
15 the CALIFORNIA CLASS Members with all the legally required paid rest periods is evidenced
16 by DEFENDANT’S business records.

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

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

25 **SIXTH CAUSE OF ACTION**

26 **Failure To Provide Accurate Itemized Statements**

27 **(Cal. Lab. Code §§ 226)**

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

1 102. PLAINTIFF, 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.

4 103. 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. total hours worked by the employee, except for any employee whose compensation
8 is solely based on a salary and who is exempt from payment of overtime
9 under subdivision (a) of Section 515 or any applicable order of the Industrial
10 Welfare Commission,
- 11 c. the number of piecerate 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.

24 104. When DEFENDANT did not accurately record PLAINTIFF’S and other
25 CALIFORNIA CLASS Members’ wages, and missed meal and rest breaks, DEFENDANT
26 violated Cal. Lab. Code § 226 in that DEFENDANT failed to provide an accurate wage statement
27 in writing that properly and accurately itemizes all wages, and missed meal and rest periods and
28

1 reporting time wages owed to PLAINTIFF and the other members of the CALIFORNIA CLASS
2 and thereby also failed to set forth the correct wages earned by the employees.

3 105. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code
4 § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA
5 CLASS. These damages include, but are not limited to, costs expended calculating the correct
6 wages for all missed meal and rest breaks and the amount of employment taxes which were not
7 properly paid to state and federal tax authorities. These damages are difficult to estimate.
8 Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover
9 liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation
10 occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period
11 pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but in no
12 event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member
13 of the CALIFORNIA CLASS herein).

14 **SEVENTH CAUSE OF ACTION**

15 **Failure To Pay Wages When Due**

16 **(Cal. Lab. Code §§ 203)**

17 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

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

21 107. Cal. Lab. Code § 200 provides that:

22 As used in this article:

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

1 108. Cal. Lab. Code § 201 provides, in relevant part, that “If an employer discharges
2 an employee, the wages earned and unpaid at the time of discharge are due and payable
3 immediately.”

4 109. Cal. Lab. Code § 202 provides, in relevant part, that:

5 If an employee not having a written contract for a definite period quits his or her
6 employment, his or her wages shall become due and payable not later than 72 hours
7 thereafter, unless the employee has given 72 hours previous notice of his or her intention
8 to quit, in which case the employee is entitled to his or her wages at the time of quitting.
9 Notwithstanding any other provision of law, an employee who quits without providing a
10 72-hour notice shall be entitled to receive payment by mail if he or she so requests and
11 designates a mailing address. The date of the mailing shall constitute the date of payment
12 for purposes of the requirement to provide payment within 72 hours of the notice of
13 quitting.

14 110. There was no definite term in PLAINTIFF’S or any CALIFORNIA CLASS
15 Members’ employment contract.

16 111. Cal. Lab. Code § 203 provides:

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

22 112. The employment of PLAINTIFF and many CALIFORNIA CLASS Members
23 terminated, and DEFENDANT has not tendered payment of wages to these employees who were
24 underpaid for minimum wage and/or overtime wage, and/or missed meal and rest breaks, as
25 required by law.

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

EIGHTH CAUSE OF ACTION

Failure To Reimburse Employees For Required Expenses

(Cal. Lab. Code §§ 2802)

1 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

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

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

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

9 116. From time-to-time during the CLASS PERIOD, DEFENDANT violated Cal. Lab.
10 Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the members of the
11 CALIFORNIA CLASS for required expenses incurred in the discharge of their job duties for
12 DEFENDANT'S benefit. DEFENDANT failed to reimburse PLAINTIFF and the members of
13 the CALIFORNIA CLASS for expenses which included, but were not limited to, costs related to
14 using their personal cellular phone, vehicles, and tools all on behalf of and for the benefit of
15 DEFENDANT. Specifically, PLAINTIFF and the members of the CALIFORNIA CLASS were
16 required by DEFENDANT to use their personal tools to execute their essential job duties on
17 behalf of DEFENDANT. DEFENDANT'S uniform policy, practice and procedure was to not
18 reimburse PLAINTIFF and the members of the CALIFORNIA CLASS for expenses resulting
19 from using their personal cellular phones, vehicles, and tools for DEFENDANT within the course
20 and scope of their employment for DEFENDANT. These expenses were necessary to complete
21 their principal job duties. DEFENDANT is estopped by DEFENDANT'S conduct to assert any
22 waiver of their expectation. Although these expenses were necessary expenses incurred by
23 PLAINTIFF and the members of the CALIFORNIA CLASS, DEFENDANT failed to indemnify
24 and reimburse PLAINTIFF and the members of the CALIFORNIA CLASS for these expenses as
25 an employer is required to do under the laws and regulations of California.

26 117. PLAINTIFF therefore demands reimbursement on behalf of the members of the
27 CALIFORNIA CLASS for expenditures or losses incurred in the discharge their job duties and
28

1 on behalf of DEFENDANT, or his/her obedience to the directions of DEFENDANT, with interest
2 at the statutory rate and costs under Cal. Lab. Code § 2802.

3 **NINTH CAUSE OF ACTION**

4 **Failure to Provide Timely Pay Wages**

5 **(Cal. Lab. Code §§ 204 and 210)**

6 118. PLAINTIFF incorporates by reference the allegations contained in Paragraphs 1
7 through 136, and each and every part thereof with the same force and effect as though fully set
8 forth herein.

9 119. At all times herein set forth, Cal. Lab. Code § 204 provides that all wages earned
10 by any person in any employment between the 1st and 15th days, inclusive, of any calendar
11 month, other than those wages due upon termination of an employee, are due and payable between
12 the 16th and 26th day of the month during which the labor was performed.

13 120. At all times herein set forth, Cal. Lab. Code § 204 provides that all wages earned
14 by any person in any employment between the 16th and the last day, inclusive, of any calendar
15 month, other than those wages due upon termination of an employee, are due and payable between
16 the 1st and the 10th day of the following month.

17 121. At all times herein set forth, Cal. Lab. Code § 204 provides that all wages earned
18 for labor in excess of the normal work period shall be paid no later than the payday for the next
19 regular payroll period.

20 122. During the relevant time period, DEFENDANT intentionally and willfully failed
21 to pay PLAINTIFF and other members of the CALIFORNIA CLASS all wages due to them,
22 within any time period permissible under Cal. Lab. Code § 204.

23 123. PLAINTIFF and other CALIFORNIA CLASS members are entitled to recover all
24 available remedies for DEFENDANT'S violations of Cal. Lab. Code § 204, including statutory
25 penalties pursuant to Labor Code section 210(b).

26 **TENTH CAUSE OF ACTION**

27 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

28 **(Cal. Lab. Code §§ 2698 et seq.)**

(Alleged by PLAINTIFF against all Defendants)

124. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

125. 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.

126. PLAINTIFF, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private Attorney General Act, bring this Representative Action on behalf of the State of California with respect to themselves and all individuals who are or previously were employed by DEFENDANT and classified as non-exempt employees in California during the time period of April 3, 2023 until the present (the "AGGRIEVED EMPLOYEES").

127. On April 3, 2024, PLAINTIFF gave written notice by certified mail to the Labor and Workforce Development Agency (the "Agency") and the employer of the specific provisions of this code alleged to have been violated as required by Labor Code § 2699.3. The statutory waiting period for PLAINTIFF to add these allegations to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now commence a representative civil action under PAGA pursuant to Section 2699 as the proxy of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

128. The policies, acts and practices heretofore described were and are an unlawful business act or practice because Defendant (a) failed to properly record and pay PLAINTIFF and

1 the other AGGRIEVED EMPLOYEES for all of the hours they worked, including minimum wage
2 and overtime wages in violation of the Wage Order, (b) failed to provide meal and rest breaks, (c)
3 failed to provide accurate itemized wage statements, and (d) failed to timely pay wages, all in
4 violation of the applicable Labor Code sections listed in Labor Code §2699.5, including but not
5 limited to Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 246,
6 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, & 2804, and the
7 applicable Industrial Wage Order(s), and thereby gives rise to statutory penalties as a result of
8 such conduct. PLAINTIFF hereby seeks recovery of civil penalties as prescribed by the Labor
9 Code Private Attorney General Act of 2004 as the representative of the State of California for the
10 illegal conduct perpetrated on PLAINTIFF and the other AGGRIEVED EMPLOYEES.

11 129. To the extent that any of the conduct and violations alleged herein did not affect
12 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that
13 affected other AGGRIEVED EMPLOYEES. (*Carrington v. Starbucks Corp.* (2018) 30
14 Cal.App.5th 504, 519; See also *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App.
15 5th 745, 751 [“PAGA allows an “aggrieved employee”—a person affected by at least one Labor
16 Code violation committed by an employer—to pursue penalties for all the Labor Code violations
17 committed by that employer.”], Emphasis added, reh'g denied (June 13, 2018).)

18 **PRAYER FOR RELIEF**

19 WHEREFORE, PLAINTIFF prays for a judgment against each Defendant, jointly and
20 severally, as follows:

21 1. On behalf of the CALIFORNIA CLASS:

- 22 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA
23 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
24 b. An order temporarily, preliminarily and permanently enjoining and restraining
25 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
26 c. An order requiring DEFENDANT to pay all overtime wages and all sums
27 unlawfully withheld from compensation due to PLAINTIFF and the other members
28 of the CALIFORNIA CLASS; and

1 d. Restitutionary disgorgement of DEFENDANT’S ill-gotten gains into a fluid fund
2 for restitution of the sums incidental to DEFENDANT’S violations due to
3 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

4 2. On behalf of the CALIFORNIA CLASS:

- 5 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and
6 Ninth Causes of Action asserted by the CALIFORNIA CLASS as a class action
7 pursuant to Cal. Code of Civ. Proc. § 382;
- 8 b. Compensatory damages, according to proof at trial, including compensatory
9 damages for overtime compensation, due to PLAINTIFF and the other members of
10 the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest
11 thereon at the statutory rate;
- 12 c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
13 the applicable IWC Wage Order;
- 14 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
15 which a violation occurs and one hundred dollars (\$100) per each member of the
16 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding
17 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for
18 violation of Cal. Lab. Code § 226
- 19 e. The wages of all terminated employees from the CALIFORNIA CLASS as a
20 penalty from the due date thereof at the same rate until paid or until an action
21 therefore is commenced, in accordance with Cal. Lab. Code § 203.

22 3. On Behalf of the State of California and with respect to all AGGRIEVED
23 EMPLOYEES: Recovery of civil penalties as prescribed by the Labor Code Private
24 Attorneys General Act of 2004;

25 4. On all claims:

- 26 a. An award of interest, including prejudgment interest at the legal rate;
- 27 b. Such other and further relief as the Court deems just and equitable; and
- 28 c. An award of penalties, attorneys’ fees and costs of suit, as allowable under the law.

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DATED: July 29, 2025

CALIFORNIA UNITED LAW GROUP, P.C.

By: Jared R. Sohn
Jared R. Sohn
Attorney for PLAINTIFF

DEMAND FOR A JURY TRIAL

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

DATED: July 29, 2025

CALIFORNIA UNITED LAW GROUP, P.C.

By: Jared R. Sohn
Jared R. Sohn
Attorney for PLAINTIFF