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8 *Attorneys for Plaintiff, Aminullah Ansari on*
9 *behalf of himself and all others similarly situated*

10 SUPERIOR COURT OF CALIFORNIA

11 COUNTY OF ALAMEDA

12
13 AMINULLAH ANSARI, on behalf of himself and all
14 others similarly situated,

15 Plaintiff,

16 vs.

17 SECURE24 ALARMS, LVD CONCEPTS, INC., and
18 Does 1 through 50, inclusive,

19 Defendants.

No. 22CV019080

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES**

1 Plaintiff Aminullah Ansari (“Ansari” or “Plaintiff”), by his attorneys, brings this lawsuit, a
2 class action, against Secure24 Alarms and LVD Concepts, Inc. (collectively “Defendants”)
3 seeking to recover for Defendants’ violations of applicable California Labor Code provisions,
4 applicable Industrial Welfare Commission (“IWC”) Wage Orders, and Unfair Business Practices
5 Act, California Business and Professions Code §§ 17200, *et seq.* (“UCL”). Plaintiff, on behalf of
6 himself and all others similarly situated, complains and alleges as follows:

7 **I. NATURE OF ACTION**

8 1. This is a class action complaint against Defendants to challenge the following of
9 Defendants’ policies and practices of (1) failing to pay its non-exempt, hourly installation
10 technicians for all the hours worked, including overtime compensation, by failing to include all
11 remuneration when calculating the regular rate of pay resulting in overtime and double time rates
12 that were too low; (2) failing to timely pay all wages after non-exempt installation technicians
13 voluntarily or involuntarily terminated their employment with Defendant; (3) failing to maintain
14 and provide technicians with accurate, itemized wage statements, as the wage statements, among
15 other things, do not list the types of compensation, and amounts for same, earned by the
16 technicians, but rather just apply random hourly rates, and do not list the correct names and
17 addresses of the employer; (4) failing to provide rest and meal periods and to pay compensation
18 for work without rest or meal periods to its installation technicians; (5) failing to compensate
19 technicians for all time spent working, including time spent performing inventories of the parts
20 and equipment Defendants required technicians to store at their homes; (7) failing to provide
21 signed commission plans; (8) failing to provide paid sick leave and written notice of available sick
22 leave; and, (8) failing to reimburse installation technicians for all expenses incurred for internet
23 access, cell phone usage, purchase of electronic equipment required to perform their job functions,
24 storage of Defendants’ materials, and use of their personal vehicles for work purposes.

25 2. Plaintiff is a former non-exempt installation technician/consultant who worked for
26 Defendants, who seeks to represent all other similarly situated non-exempt employees of
27 Defendants including but not limited to installation technicians and installation consultants who
28 worked for Defendant within four years of the date of the filing of this class action. Plaintiff

1 alleges that Defendants engaged in unlawful patterns and practices of failing to comply with the
2 requirements of the California Labor Code and California Business and Professions Code and
3 applicable Industrial Commission Wage Orders.

4 **II. JURISDICTION AND VENUE**

5 3. Defendants are, and at all relevant times were, corporations doing business within
6 the State of California and are employer(s) under the California Labor Code and applicable
7 Industrial Welfare Commission Wage Orders. Defendants conduct business throughout the State
8 of California, including in Alameda County, California.

9 4. Venue is proper in the County of Alameda because Plaintiff, and similarly situated
10 employees, performed work for Defendants in the County of Alameda and the legal obligations of
11 Defendants to Plaintiff, and other similarly situated employees, were breached in the County of
12 Alameda.

13 5. The Alameda County California Superior Court has jurisdiction in this matter
14 because Plaintiff, and similarly situated employees, regularly worked for Defendants in California,
15 Defendants are qualified to do business in California, and Defendants regularly conduct business
16 in California, including in Alameda County. Further, there is no federal question at issue, as the
17 claims alleged herein are based solely on California law.

18 6. This action seeks relief for unremedied violations of California law, including, inter
19 alia, damages, restitution, penalties, interest, and attorneys' fees, as appropriate, to members of the
20 proposed class, aggrieved employees, and to victims of the practices at issue, who have not been
21 paid all wages due in violation of California Labor Code sections 201-204, 510, and 1194; who
22 have not been provided accurate wage statements in violation of California Labor Code section
23 226; who did not receive sick leave or written notice of available sick leave in violation of
24 California Labor Code section 246; who were not provided rest and meal periods, as well as
25 compensation for work without rest and meal periods, in violation of California Labor code
26 sections 226.7 and 512; who were not reimbursed for all expenses incurred to do their jobs, in
27 violation of California Labor Code section 2802; and who did not receive compliant commission
28 plans pursuant to Labor Code section 2751. Plaintiff is informed and believes that the damages,

1 restitution, penalties, interest, and attorneys' fees do not exceed an aggregate of \$4,999,999.99 and
2 that Plaintiff's individual claims do not exceed \$74,999.99.

3 7. The names and capacities of defendants sued herein under California Code of Civil
4 Procedure section 474 as Does 1 through 50, inclusive, are presently not known to Plaintiff, who
5 therefore sues these defendants by such fictitious names. Plaintiff will seek to amend this
6 Complaint and include these Doe defendants' names and capacities when they are ascertained.
7 Each fictitiously named defendant is responsible in some manner for the conduct alleged herein
8 and for the injuries suffered by Plaintiff, the members of the proposed class, aggrieved employees,
9 and the general public.

10 8. At all times mentioned in the causes of action alleged herein, each and every
11 Defendant was an agent and/or employee of each and every other Defendant. In doing the things
12 alleged in the causes of action stated herein, each and every Defendant was acting within the
13 course and scope of this agency or employment and was acting with the consent, permission and
14 authorization of each of the remaining Defendants. All actions of each Defendant as alleged in the
15 causes of action stated herein were ratified and approved by every other Defendant or their
16 officers or managing agents.

17 **III. PARTIES**

18 9. The named Plaintiff Aminullah Ansari is and was at all relevant times an adult over
19 21 years of age residing in the County of Alameda in the State of California.

20 10. Plaintiff worked for Defendants for approximately six months, until July of 2022.

21 11. On information and belief, Defendant LVD Concepts, Inc., dba, Secure24 Alarms
22 is a corporation that does business throughout California.

23 12. Defendants are "employer(s)" as that term is used in the California Labor Code and
24 the IWC Wage Orders.

25 **IV. CLASS ACTION ALLEGATIONS**

26 13. **Class Definition.** This action seeks relief on behalf of a class of two subclasses
27 of persons in the employ of Defendants in the four years preceding the filing date of this lawsuit
28 and the present comprised of the following categories of Defendants' employees:

1 Subclass A: employees employed as Installation Technicians, Technicians, or Installation
2 Consultants (“technicians”);

3 Subclass B: non-exempt, hourly employees, who did not receive written notice setting
4 forth the amount of paid sick leave available.

5 14. **Numerosity of the Class.** The Subclasses are sufficiently numerous, since they are
6 estimated to include approximately 50, but less than 100, or more persons geographically
7 dispersed throughout California, the joinder of whom in one action is impracticable, and the
8 disposition of whose claims in a class action will provide substantial benefits to both the parties
9 and the Court.

10 15. **Ascertainable Subclasses.** The proposed Subclasses are ascertainable. The
11 litigation of the questions of fact and law involved in this action will resolve the rights of all
12 members of the Subclasses and hence, will have binding effect on all Subclass members. These
13 Subclass members can be readily identified from records of Defendants and other means readily
14 available to the Defendants, and thus the Plaintiff, through minimally intrusive discovery.

15 16. **Common Questions of Fact and Law Exist and Predominate over Individual**
16 **Issues.** There is a well-defined community of interest in the questions of law and fact involved
17 affecting the parties to be represented. The questions of law and fact common to the Subclasses
18 predominate over questions that may affect individual Class members, including but not limited to
19 the following:

- 20 a. Subclass A: Whether Defendant implemented and engaged in a systematic
21 practice whereby it unlawfully failed to pay overtime and double time pay
22 to employees at the proper legal rate;
- 23 b. Subclass A: Whether Defendant implemented and engaged in a systematic
24 practice whereby it unlawfully failed to provide rest periods to employees
25 as required by law and failed to pay employees compensation for the lack of
26 rest periods;
- 27 c. Subclass A: Whether Defendant implemented and engaged in a systematic
28 practice whereby it unlawfully failed to provide meal periods to employees

1 as required by law and failed to pay employees compensation for the lack of
2 meal periods

3 d. Subclass A: Whether Defendant implemented and engaged in a systematic
4 practice whereby it unlawfully failed pay for all hours worked;

5 e. Subclass A: Whether Defendant implemented and engaged in a systematic
6 practice whereby it unlawfully failed to provide accurate wage statements to
7 employees;

8 f. Subclass A: Whether Defendant implemented and engaged in a systematic
9 practice whereby it unlawfully failed to reimburse employees for costs
10 incurred to perform their jobs;

11 g. Subclass A: Whether Defendant implemented and engaged in a systematic
12 practice whereby it unlawfully failed to provide written and signed
13 commission plans;

14 h. Subclass B: Whether Defendant implemented and engaged in a systematic
15 practice whereby it unlawfully failed to provide written notice of available
16 paid sick leave; and,

17 i. Whether the systematic acts and practices of Defendants, as alleged herein
18 violated, inter alia, applicable provisions of the California Labor Code,
19 including but not limited to sections 201-204, 221, 226, 226.7, 246, 510,
20 512, 558, 1174, 1194, 2698, 2751 and 2802, applicable Industrial Welfare
21 Commission Orders, and California Business & Professions Code section
22 17200, et seq.

23 17. **Typicality.** Because Plaintiff did not receive compensation for all hours worked,
24 was not provided rest or meal breaks, or compensation for missed rest or meal breaks, was not
25 properly paid regular and overtime wages earned based upon hours worked or the correct overtime
26 rate as required by law, did not receive reimbursement for all expenses incurred to do his job,
27 failed to receive timely and accurate wage statements, did not receive legally compliant
28 commission plans and did not receive written notice of available paid sick leave, Plaintiff is

1 asserting claims that are typical of the claims of the Subclasses.

2 18. **Adequacy.** Plaintiff is an adequate and proper class representative. Plaintiff
3 brings this action in his individual capacity, on behalf of all others similarly situated, and pursuant
4 to California Business & Professions Code section 17204, on behalf of the general public.
5 Defendants are authorized ADT dealers. Plaintiff was employed by Defendants as an hourly, non-
6 exempt employee in California, within the four years of the filing of this complaint.

7 19. While employed as an hourly, non-exempt Installation Technician by Defendants,
8 Plaintiff was required to work unpaid regular and overtime hours on a routine basis. In addition,
9 Defendants failed to include all compensation when calculating the regular rate of pay for
10 overtime wages paid Plaintiff, and did not pay Plaintiff for all hours worked, and therefore failed
11 to pay Plaintiff overtime wages at the proper rate. As a result of these practices, Defendants paid
12 Plaintiff regular and overtime wages significantly less than that required by law. In addition to the
13 foregoing, Defendants failed to provide Plaintiff with rest and meal periods, failed to pay
14 compensation for the lack of rest and meal periods, and failed to provide Plaintiff with accurate
15 statements of wages and written notice of available paid sick leave. Defendants also failed to
16 reimburse Plaintiff for costs incurred to the job and failed to provide compliant commission
17 statements. Plaintiff will fairly and adequately represent and protect the interests of the Subclasses
18 in that he has no disabling conflict of interest that would be antagonistic to those of the other
19 members of the Subclasses. Plaintiff has retained counsel who are competent and experienced in
20 the prosecution of class action wage and hour violations.

21 20. **Community of Interest.** The common questions of law and fact are predominant
22 with respect to the liability issues, relief issues, and anticipated affirmative defenses. There is a
23 well-defined community of interest in the questions of law and fact involved affecting the
24 proposed Subclasses in that the claims of all such class members relate to and arise out of a
25 common scheme and practices utilized by Defendants. Plaintiff and the members of the
26 Subclasses have a well-defined community of interest in the questions of fact and law to be
27 litigated, have all similarly suffered irreparable harm and damages as a result of Defendants'
28 unlawful and wrongful conduct, including but not limited to Defendants' systematic failure to pay

1 regular and overtime wages based upon hours worked or the lawful overtime rate, systematic
2 failure to pay for all hours worked, systematic failure to provide rest and meal periods, systematic
3 failure to reimburse for expenses incurred, systematic failure to provide accurate wage statements,
4 systematic failure to provide written notice of available paid sick time, and systematic failure to
5 provide written and signed commission plans, makes class treatment especially appropriate.

6 21. **Superiority of Class Adjudication.** The certification of a class in this action is
7 superior to the litigation of a multitude of cases by members of the putative class. Class
8 adjudication will conserve judicial resources and will avoid the possibility of inconsistent rulings.
9 Equity dictates that all persons who stand to benefit from the relief sought herein should be subject
10 to the lawsuit and hence subject to an order spreading the costs of the litigation among the
11 Subclass Members in relationship to the benefits received. The damages and other potential
12 recovery for each individual member of the proposed Subclasses are modest, relative to the
13 substantial burden and expense of individual prosecution of these claims. Given the amount of the
14 individual Subclass Members' claims, few, if any, Subclass Members could afford to seek legal
15 redress individually for the wrongs complained of herein. Even if Subclass Members themselves
16 could afford individual litigation, the court system could not. Individualized litigation presents a
17 potential for inconsistent or contradictory judgments. Individualized litigation increases the delay
18 and expense to all parties and the court system presented by the complex legal and factual issues
19 of the case. By contrast, the class action device presents far fewer management difficulties, and
20 provides the benefits of single adjudication, economy of scale, and comprehensive supervision by
21 a single court.

22 V. **FACTUAL ALLEGATIONS**

23 22. Defendants are authorized dealers of ADT products and are in the business of
24 selling and installing ADT-monitored security systems. Defendants operate in California.

25 23. Plaintiff, and those he seeks to represent, are current and former non-exempt,
26 hourly employees who work and/or worked in the positions of installation technician, technician
27 or installation consultant among other similarly situated non-exempt, hourly employees. As
28 Defendants' employees, Plaintiff, and the Subclass A members he seeks to represent, were

1 expected to install ADT-monitored security systems.

2 24. During the time Plaintiff worked for Defendants as an installation technician, he
3 did not report to an office for work. Installation technicians, like Plaintiff, began and ended their
4 work days at their homes.

5 25. Defendants required Plaintiff, and those similarly situated installation technicians,
6 to store all the ADT products Defendants assigned to the technicians in their homes. Defendants
7 either shipped the products directly to Plaintiff and the other technicians, or required the
8 technicians to drive to warehouses to pick up the assigned products and equipment. Defendants
9 did not, however, provide any compensation to Plaintiff or the other technicians for costs
10 associated with the storage of Defendants' inventory or pay or reimburse the technicians for the
11 time and miles it took to drive to the warehouses to pick up the equipment.

12 26. Defendants also required Plaintiff, and those similarly situated installation
13 technicians, to have internet access and an electronic device such as a tablet or computer through
14 which to receive assignments and track inventory. Technicians had to access all forms necessary
15 to do their jobs on line. Defendants also required Plaintiff, and other similarly situated
16 technicians, to have a cell phone through which they received communications from supervisors
17 and/or clients via calls, texts, or emails throughout the day. Defendant did not reimburse
18 technicians for the costs associated with having a home office, internet access, the cost of a tablet,
19 or computer. While Defendants provided a minor stipend for cell phone usage, this stipend was
20 not sufficient to reimburse Plaintiff, or other similarly situated technicians, for all the costs
21 associated with using a cell phone, and associated usage charges, to do their jobs.

22 27. Defendants also require technicians to drive their personal vehicles to and from
23 their homes to customer locations to perform installations and to drive to warehouses to pick up
24 equipment and parts. Defendants do not reimburse technicians for all the costs incurred in driving
25 their personal vehicles for work. Defendants only reimburse technicians for miles driven after a
26 certain number of miles are driven in a day, and the system Defendants use does not properly
27 capture all miles driven. Defendants provided no reimbursement for traveling to warehouses to
28 pick up assigned equipment and parts.

1 28. Defendants compensate technicians through a combination of hourly rate, piece
2 rate (for each type of installation a technician receives a certain amount), and commission.
3 However, Defendants failed to provide technicians with a signed commission plan setting forth
4 how it calculates commissions earned by technicians.

5 29. Although Defendants pay technicians varying types of compensation, Defendants
6 do not include all remuneration when calculating the regular rate of pay as is required to calculate
7 the appropriate rate of pay for overtime and double time worked by technicians. Thus, Defendants
8 fail to pay for all wages owed as the overtime and double time rates are too low.

9 30. Defendants requires technicians to drive to a warehouse to pick up additional parts
10 and equipment and to conduct inventories of all materials sent to the technicians and to log the
11 materials into an electronic system to track the materials and to organize such materials for storage
12 in technicians' homes. Defendants do not pay technicians for the time spent performing these
13 tasks.

14 31. Because Defendants do not appropriately calculate the regular, overtime, and
15 double time rates of pay or pay for all hours worked it fails to provide technicians with accurate
16 wage statements reflecting all the wages owed to technicians. Defendants also do not list the
17 appropriate rates of pay, i.e., Defendants do not list the proper pay per installation, i.e., \$200 per
18 install, and do not list any overtime or double-time rates, but rather just list random regular rates of
19 pay for a single pay period. For example, in one pay period for Plaintiff, Defendants listed the
20 following random regular rates of pay: \$20.00 per hour, \$50.5556 per hour, and \$81.25 per hour.
21 In violation of Labor Code section 2810.5, Defendants never apprised Plaintiff, or the installation
22 technicians he seeks to represent, of what rates of pay applied for each pay period. In addition,
23 Defendants do not list the correct address and/or name of the employer on the wage statements.
24 Various documents provided to Plaintiff and the other technicians state that LVD Concepts, Inc. is
25 the employer, however, the wage statements do not list LVD Concepts, Inc., on the wage
26 statements. The wage statements just list "Secure 24" as the employer, not "Secure24 Alarms."
27 The wage statements also do not list the correct address for either LVD Concepts, Inc., or Secure
28 24 Alarms on the wage statements. The wage statements also do not list the available paid sick

1 leave and Defendants did not provide any other written notification containing this information.

2 32. Defendants failed to take any action to provide meal periods or make rest periods
3 available to Plaintiff and the technicians he seeks to represent. Defendants also failed to pay
4 Plaintiff and the technicians he seeks to represent an additional hour of compensation for missed
5 rest breaks. Thus, Defendants failed to pay all compensation owed and it does not reflect all
6 wages earned on the wage statements.

7
8 **FIRST CAUSE OF ACTION**

9 **(Failure to Pay All Wages Due: Cal. Lab. Code §§ 201-204, 510, and 1194)**

10 **(Subclass A)**

11 33. Plaintiff realleges and incorporates by reference the allegations contained in the
12 foregoing paragraphs as if fully set forth herein.

13 34. During all relevant periods, Defendants did not pay Plaintiff and Subclass A
14 Members for all hours worked, including time spent driving to warehouses to pick up equipment
15 and parts, and time spent conducting inventories of the parts and equipment that Defendants
16 assigned to Plaintiff and Subclass A Members. Defendants also periodically required Plaintiff and
17 proposed Subclass A Members to work in excess of 8 hours per day and 40 hours per week.

18 35. Pursuant to California Labor Code section 204, “[a]ll wages...earned by any person
19 in any employment are due and payable twice during each calendar month.” California Labor
20 Code sections 201 and 202 provide when such payments must be made upon termination, and
21 section 203 provides penalties for the failure to make such timely payments at termination.

22 36. During all relevant periods, both the California Labor Code and the pertinent
23 Industrial Welfare Commission Wage Orders required that employers pay employees for all hours
24 worked and that all work performed by an employee in excess of 8 hours per day and 40 hours per
25 week be compensated at no less than one and one-half times the employee’s regular rate of pay.
26 Defendants failed to pay for all hours worked, failed to pay overtime wages for overtime hours
27 worked, and failed to include all compensation when calculating the rate of the regular rate of pay
28 for overtime wages, and therefore failed to compensate Plaintiff and Subclass A Members for
overtime hours they worked. As a result, Defendants failed to pay Plaintiff and Subclass A

1 Members earned overtime wages, failed to properly calculate overtime and double time
2 compensation, and failed to pay all wages due as required by California Labor Code sections 201-
3 204, 510, and 1194. Given Defendants' failures, it did not pay Plaintiff and Subclass A Members
4 whose employment terminated during the class period, all wages owed at the time of termination.
5 Defendants also failed to provide Plaintiff and Subclass A Members accurate wage statements as
6 required by California Labor Code §§ 226 and 1174. Plaintiff and Subclass A Members are
7 entitled to recover their unpaid regular and overtime compensation and penalties arising
8 therefrom.

9 37. Plaintiff and proposed Subclass A Members are therefore entitled to the relief
10 requested below.

11 **SECOND CAUSE OF ACTION**

12 **(Failure to Authorize, Permit, and/or Make Available Rest Periods Cal. Lab. Code § 226.7)**

13 **(Subclass A)**

14 38. Plaintiff realleges and incorporates by reference the allegations contained in the
15 foregoing paragraphs as if fully set forth herein.

16 39. California Labor Code § 226.7 and the applicable IWC Wage Orders require
17 Defendants to authorize, permit and/or make available timely and compliant rest periods to its
18 employees. Per IWC Wage Orders, "Every employer shall authorize and permit all employees to
19 take rest periods, which insofar as practicable shall be in the middle of each work period. The
20 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
21 minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not
22 be authorized for employees whose total daily work time is less than three and one-half (3½)
23 hours."

24 40. Under Labor Code § 226.7 (b) and applicable Wage Orders, an employer who fails
25 to authorize and permit a required rest period must, as compensation, pay the employee one hour
26 of pay at the employee's regular rate of compensation for each workday that the rest period was
27 not authorized or permitted.

28 41. Despite these requirements, Defendants knowingly and willfully refused to

1 perform its obligations to authorize and permit Plaintiff and Subclass A Members to take timely
2 and compliant off-duty rest breaks to which they are entitled. Given the schedules set by
3 Defendants, and the work requirements imposed by Defendants, Plaintiff and Subclass A
4 Members are routinely denied their required rest periods.

5 42. Defendants failed to pay Plaintiff and Subclass A Members one hour of pay for
6 each untimely and non-compliant rest period that they are denied in violation of Labor Code §
7 226.7 and applicable Wage Orders.

8 43. Plaintiff and Subclass A members are entitled to compensation pursuant to Labor
9 Code § 226.7(b), plus interest pursuant to California Labor Code section 218.6, attorney's fees,
10 expenses and costs of suit as set forth below.

11 44. Plaintiff and Subclass A members are therefore entitled to the relief requested
12 below.

13 **THIRD CAUSE OF ACTION**

14 **(Failure to Provide Meal Periods: Cal. Lab. Code §§ 226.7 and 512)**

15 **(Subclass A)**

16 45. Plaintiff realleges and incorporates by reference the allegations contained in the
17 foregoing paragraphs as if fully set forth herein.

18 46. Pursuant to California Labor Code section 226.7(b), an "employer shall not require
19 an employee to work during a meal or rest or recovery period..." Section 226.7(c) provides that
20 "[i]f an employer fails to provide an employee a meal or rest or recovery period...the employer
21 shall pay the employee one additional hour of pay at the employee's regular rate of compensation
22 for each workday that the meal or rest or recovery period is not provided."

23 47. Pursuant to California Labor Code section 512(a), an "employer may not employ
24 an employee for a work period of more than five hours per day without providing the employee
25 with a meal period of not less than 30 minutes, except that if the total work period per day of the
26 employee is no more than six hours..."

27 48. As technicians, Plaintiff's, and Subclass A Members', job duties include traveling
28 to customer locations to install Defendants' equipment and parts. To perform this work,

1 Defendants provided Technicians travel schedules, listing the appointments that Defendants
2 expected technicians to service during any given day. Defendants expected Plaintiff, and Subclass
3 A Members, to adhere to the schedule set by Defendants. This schedule required Plaintiff, and
4 Subclass A members, to travel to multiple appointments in one day. Given the schedule set by
5 Defendants, Plaintiff, and Subclass A Members, routinely were not allowed to take meal breaks.

6 49. The combination of Defendant's scheduling, traveling between appointments, and
7 the time-intensive work of installing the equipment and security systems pursuant to Defendants'
8 requirements forced Plaintiff, and Subclass A Members, to routinely work without required meal
9 breaks. Furthermore, Defendants failed to provide Plaintiff, and Subclass A Members, with an
10 additional hour of compensation for missed meal breaks.

11 50. As a result of these failures, Plaintiff, and Subclass A Members, are entitled to
12 recover the additional hour of compensation for meal breaks as set forth in California Labor Code
13 sections 226.7(c) and pre-judgment interest on all amounts recovered for unpaid meal periods as
14 set forth in California Labor Code section 218.6.

15 51. Plaintiff, and proposed Subclass A Members, are therefore entitled to the relief
16 requested below.

17 **FOURTH CAUSE OF ACTION**

18 **(Failure to Reimburse for Necessary Business Expenditures: Cal. Lab. Code § 2802)**

19 **(Subclass A)**

20 52. Plaintiff realleges and incorporates by reference the allegations contained in the
21 foregoing paragraphs as if fully set forth herein.

22 53. California Labor Code § 2802 provides that an employer "shall indemnify his or
23 her employee for all necessary expenditures or losses incurred by the employee in direct
24 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
25 employer."

26 54. Defendants required Plaintiff and Subclass A Members to have internet access, a
27 device or tablet through which to receive assignments and track inventory and access Defendants'
28 documents, have a cell phone for receiving communications from supervisors or clients via calls,

1 texts, or emails throughout the day; provide storage for company materials; and, have a personal
2 vehicle for driving to and from all customer locations, to perform installations, and the company
3 warehouses to obtain assigned parts and equipment. Defendants did not reimburse Plaintiff or
4 Subclass A Members for any internet costs, tablet, and storage costs. Defendants also did not fully
5 compensate Plaintiff or Subclass A Members for the costs associated with using their cell phones
6 for work or for driving their personal vehicles (including mileage) for work.

7 55. Plaintiff and Subclass A Members have suffered damages as a direct consequence
8 of Defendants' failure to comply with Labor Code § 2802 and seek reimbursement for the
9 necessary expenditures they incurred in direct consequence of the discharge of their duties in an
10 amount according to proof at time of trial with interest thereon, costs, applicable civil penalties
11 and attorney's fees as set forth below.

12 56. Plaintiff and Subclass A members are therefore entitled to the relief requested
13 below.

14 **FIFTH CAUSE OF ACTION**

15 **(Failure to Provide Accurate Wage Statements: Cal. Lab. Code § 226)**

16 **(Subclasses A & B)**

17 57. Plaintiff realleges and incorporates by reference the allegations contained in the
18 foregoing paragraphs as if fully set forth herein.

19 58. Labor Code § 226(a) provides that employers shall provide accurate itemized
20 statements showing, among other things, "gross wages earned," "total hours worked by the
21 employee," "net wages earned," "the rate if the employee is paid on a piece-rate basis," "all
22 applicable hourly rates in effect during the pay period and the corresponding hours worked at each
23 hourly rate by the employee," and "the name and address of the legal entity that is the employer."

24 59. Defendants failed to provide timely, accurate, itemized wage statements to Plaintiff
25 and Subclass A Members in accordance with Labor Code § 226(a). In particular, the wage
26 statements Defendants provide Plaintiff and the Subclass A Members, do not accurately reflect the
27 actual hours worked, actual gross wages earned, or actual net wages earned. This is because, in
28 part, Defendants do not include all "hours worked", particularly the time spent by Plaintiff and

1 Class Members driving to and from warehouses to pick up assigned materials and parts and
2 inventorying, logging, and storing company materials. Additionally, Defendants fail to set forth
3 the piece-rates earned by Plaintiff and Subclass A Members per installation and to accurately show
4 Plaintiff's and Subclass A Members' regular rates and overtime rates of pay, in part by not
5 including all remuneration in the regular rate of pay calculation, by failing to show accurate
6 overtime and double time rates of pay, and by randomly selecting previously undisclosed hourly
7 rates to apply during a given pay period. Defendants also fail to list the correct name and address
8 of the employer on the wage statements. In addition, Defendants did not, and do not, list available
9 paid sick time on the wage statements, or on any other written document provided to the members
10 of Subclass A and Subclass B, in violation of Labor Code § 246(i).

11 60. Defendants' failure to comply with Labor Code § 226(a) was and continues to be
12 knowing and intentional. Defendants were aware that Plaintiff and Subclass A Members
13 performed work for which they receive no compensation. Yet, Defendants systematically failed to
14 include this time worked in the wage statements. Defendants also intentionally and knowingly set
15 forth the inaccurate rates of pay on the wage statements and fail to list the correct name and
16 address of the employer.

17 61. Defendant is liable to Plaintiff and the Class A Members alleged herein for the
18 wages not paid as well as the damages and civil penalties set forth in Labor Code section 226(e)
19 and 226.3, with interest thereon. Furthermore, Plaintiffs and the Subclass A Members are entitled
20 to an award of attorneys' fees and costs as set forth below. Plaintiff, and the members of
21 Subclasses A and B are also entitled to the penalties for violating Labor Code section 246.

22 62. Plaintiff and Class members are therefore entitled to the relief requested below.

23 **SIXTH CAUSE OF ACTION**

24 **(Unlawful, Unfair and Fraudulent Business Practices Pursuant**
25 **To Business & Professions Code Section 17200, et seq.)**

26 **(Subclasses A & B)**

27 63. Plaintiff realleges and incorporates by reference the allegations contained in the
28 foregoing paragraphs as if fully set forth herein.

1 64. California Business & Professions Code section 17200, et seq. prohibits acts of
2 unfair competition, which shall mean and include any “unlawful, unfair, or fraudulent business act
3 or practice.”

4 65. The policies, acts and practices heretofore described were and are unlawful
5 business acts or practices because Defendants’ failure to provide rest and meal periods, failure to
6 pay compensation for work without rest and meal periods, failure to pay overtime and double time
7 wages at the lawful rate, failure to pay wages for all regular and overtime hours worked, failure to
8 provide accurate and timely wage statements, failure to reimburse employees for costs associated
9 with performing their jobs, failure to provide signed commission plans, failure to provide accurate
10 wage statements, and failure to apprise Plaintiff and Subclass A Members of the applicable hourly
11 rates, violate applicable Labor Code sections, including but not limited to California Labor Code
12 sections 201-204, 226, 226.7, 510, 510, 1174, 1194, 2751, 2802, 2810.5, applicable Industrial
13 Welfare Commission Wage Orders, the Labor Code Private Attorney General Act of 2004
14 (“PAGA”), California Labor Code section 2698, et seq., and other provisions of California
15 common and/or statutory law. Defendants failure to provide members of Subclasses A and B with
16 written documents setting forth available paid sick leave, violated Labor Code section 246.
17 Plaintiff reserves the right to allege additional statutory and common law violations by
18 Defendants. Such conduct is ongoing to this date.

19 66. The policies, acts or practices described herein were and are an unfair business act
20 or practice because any justifications for Defendants’ illegal and wrongful conduct were and are
21 vastly outweighed by the harm such conduct caused Plaintiff, the Subclass Members, and the
22 members of the general public. Such conduct is ongoing to this date.

23 67. As a result of their unlawful and/or unfair and/or fraudulent acts, Defendants
24 reaped unfair benefits and illegal profits at the expense of Plaintiff, and Subclass Members.
25 Defendants should be made to disgorge ill-gotten gains and provide restitution to Plaintiff, and
26 Class Members, for the wrongfully withheld wages pursuant to Business and Professions Code
27 section 17203.

28 68. Accordingly, Plaintiff, and Subclass Members, request that the Court award

1 judgment and relief in their favor, to provide restitution, and other types of equitable relief.

2 69. Plaintiff and Subclass members are therefore entitled to the relief requested below.

3 **SEVENTH CAUSE OF ACTION**

4 **(Labor Code Private Attorneys General Act of 2004: Labor Code Sec. 2698)**

5 70. Plaintiff repeats and re-alleges each and every allegation contained in the foregoing
6 paragraphs as if fully set forth herein.

7 71. The policies, acts and practices heretofore described were and are unlawful because
8 Defendant's failure to pay all wages due in violation of California Labor Code sections 201-204,
9 510, and 1194; failure to provide accurate wage statements in violation of California Labor Code
10 section 226; failure to provide rest and meal periods, as well as compensation for work without
11 rest and meal periods, in violation of California Labor Code sections 226.7 and 512, failure to
12 provide a written record of available sick leave in violation of California Labor Code section 246,
13 and failure to reimburse employees for all expenses incurred to do their jobs, in violation of
14 California Labor Code section 2802 violates applicable Labor Code sections and gives rise to
15 statutory and civil penalties as a result of such conduct, including but not limited to penalties as
16 provided by Labor Code sections 210, 226(3), 226.3, 248.5, 2699(f), and 2699.5, and applicable
17 Industrial Welfare Commission Wage Orders. Plaintiff, as an aggrieved employee, hereby seeks
18 recovery of civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004
19 on behalf of himself and other current and former employees of Defendants against whom one or
20 more of the violations of the Labor Code was committed.

21 72. On September 20, 2022, Plaintiff gave written notice to the California Labor and
22 Workforce Development Agency by online submission through their website and by certified mail
23 to Defendants of Labor Code violations as prescribed by California Labor Code section 2699.3.
24 Plaintiff has not received written notification by the LWDA of an intention to investigate the
25 allegations set forth in Plaintiff's September 20, 2022, letter or written notice of cure by
26 November 24, 2022, as prescribed by California Labor Code section 2699.3. Plaintiff submitted a
27 supplemental letter to the LWDA by online submission on December 5, 2022.

28

1 **PRAYER FOR RELIEF**

2 WHEREFORE Plaintiff and Subclass Members prays for judgment and relief as follows:

- 3 1. An order certifying that the action may be maintained as a class action;
- 4 2. Compensatory and statutory damages, penalties and restitution, as appropriate and
- 5 available under each cause of action;
- 6 3. Reasonable attorneys' fees pursuant to California Labor Code §§ 226, 248.5,
- 7 1194(a), and 2802;
- 8 4. Costs of this suit;
- 9 5. Pre- and post-judgment interest; and,
- 10 6. Such other and further relief as the Court deems just and proper.

11 **JURY DEMAND**

12 Plaintiff hereby requests trial by jury.

13

14 Date: December 5, 2022

WORKMAN LAW FIRM, PC

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16 By: 

Robin G. Workman

*Attorneys for Aminullah Ansari, and all
others similarly situated*

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