

Tuvia Korobkin, Esq. # 268066
tuvia@abramsonlabor.com
W. Zev Abramson, Esq. # 289387
wza@abramsonlabor.com
Jack J. Gindi, Esq. # 293739
jack@abramsonlabor.com
ABRAMSON LABOR GROUP
11846 Ventura Boulevard, Suite 100
Studio City, California 91604
Tel: (213) 493-6300
Fax: (213) 723-2522

Attorneys for Plaintiff

FILED
Superior Court of California
County of Los Angeles

11/28/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: K. Martinez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JULIUS GREEN, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

UNION RESCUE MISSION, a California
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 22STCV30872

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

- (1) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 204, 558, 1182.12,
1194, 1194.2, 1197, 1198);**
- (2) **FAILURE TO PAY OVERTIME
WAGES (LABOR CODE §§ 204, 510,
558, 1194, 1198);**
- (3) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 1198);**
- (4) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 1198)**
- (5) **WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- (6) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (7) **UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200, *et seq.*);**
- (8) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698, *et seq.*)**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Julius Green (“Plaintiff”), on behalf of himself and all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint against Union
3 Rescue Mission, a California corporation; and Does 1 through 100, inclusive (collectively,
4 “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 class and representative action for recovery of unpaid wages and penalties under California
8 Business and Professions Code section 17200, *et. seq.*; Labor Code sections 201-204, 226, 226.7,
9 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*; and Industrial Welfare
10 Commission Wage Order No. 4 (“Wage Order 4”), in addition to seeking declaratory relief and
11 restitution. This class action is brought pursuant to California Code of Civil Procedure section
12 382. This Court has jurisdiction over Defendants’ violations of the California Labor Code because
13 the amount in controversy exceeds this Court’s jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to California Code of Civil
16 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
17 occurred in Los Angeles County. Defendants own, maintain offices, transact business, have an
18 agent or agents within Los Angeles County, and/or otherwise are found within Los Angeles
19 County, and Defendants are within the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was, and currently is, a California resident. During the four years immediately preceding
23 the filing of this action and within the statute of limitations periods applicable to each cause of
24 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff
25 was, and is, a victim of Defendants’ policies and/or practices complained of herein, lost money
26 and/or property, and has been deprived of the rights guaranteed by California Labor Code §§ 201-
27 204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*; California
28 Business & Professions Code § 17200, *et seq.* (Unfair Competition), and Wage Order 4, which

1 sets employment standards for employees in professional, technical, clerical, mechanical, and
2 similar occupations.

3 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
4 years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do)
5 business as a homeless shelter and service center, and that they employed Plaintiff and other
6 similarly situated non-exempt employees within Los Angeles County and the state of California.

7 5. Plaintiff does not know the true names or capacities, whether individual, partner,
8 or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said
9 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
10 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed
11 and believes, and thereon alleges, that each of said fictitious defendants, whether individual,
12 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
13 and proximately caused Plaintiff and the Classes (as defined in Paragraph 17) to be subject to the
14 unlawful employment practices, wrongs, injuries, and damages complained of herein.

15 6. Plaintiff is informed and believes, and based thereon alleges, that at all times
16 mentioned herein, Defendants were and are the employers of Plaintiff and all Class members.

17 7. At all times herein mentioned, each of said Defendants participated in the acts
18 herein alleged to have been done by the named Defendants; and furthermore, the Defendants, and
19 each of them, were the agents, servants, and employees of each of the other Defendants, as well
20 as the agents of all Defendants, and at all times herein mentioned were acting within the course
21 and scope of said agency and employment. Defendants, and each of them, approved of, condoned,
22 and/or otherwise ratified each of the acts or omissions alleged herein.

23 8. At all times mentioned herein, Defendants, and each of them, were members of
24 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
25 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
26 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class
27 Members (as defined in Paragraph 17).

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10. During Plaintiff's employment with Defendants, Defendants utilized a timekeeping system that resulted in Plaintiff not being paid for all hours worked. Specifically, Defendants required Plaintiff and other non-exempt employees to clock in and out for their shifts, and although, on information and belief, Defendants recorded Plaintiff's and other employees' clock-in and clock-out times to the minute, Defendants rounded and/or time-shaved employee time entries in a manner that was not even-handed over time, and which has resulted in Plaintiff and other non-exempt employees not being compensated for all hours worked. As a result of this policy and practice, Defendants have failed to pay Plaintiff and other non-exempt employees all wages due to them, including minimum wages and overtime wages.

11. Defendants have also failed to provide Plaintiff and other non-exempt employees with all statutorily mandated meal periods due to Defendants' meal period policies/practices. Specifically, Defendants required Plaintiff and other non-exempt employees to remain available and accessible via radio ("walkie-talkie") throughout all of their meal periods, so that they would be ready to respond to urgent matters that arose during their meal periods. Defendants did not have any system or method to ensure that Plaintiff was completely relieved of his duties during his statutorily mandated meal periods. Plaintiff's meal periods were also often provided late (i.e., after more than 5 hours of work) and/or short (i.e., less than 30 minutes) because he was required to finish a task before taking a meal period and/or had his meal period interrupted. As a result of Defendants' policies/practices, Defendants made it impracticable for Plaintiff and other non-exempt employees to receive a 30-minute off duty meal period. In those instances that Defendants failed to provide Plaintiff and other non-exempt employees with a legally compliant meal period, Defendants failed to pay them the meal period premiums required by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, Defendants maintained no payroll code or other mechanism for paying meal period premiums when Defendants failed to provide a legally compliant meal period.

1 12. In addition to resulting in a failure to provide legally compliant meal periods,
2 Defendants’ practice of requiring Plaintiff and other non-exempt employees to carry radios and
3 remain on call during meal periods also resulted in unpaid wages, as Defendants should have paid
4 Plaintiff and other non-exempt employees for these on-duty meal periods. As a result, Plaintiff
5 and other non-exempt employees have been underpaid minimum and overtime wages.

6 13. Defendants have also failed to authorize and permit compliant rest periods to
7 Plaintiff and other non-exempt employees. Specifically, as with meal periods, Plaintiff and other
8 non-exempt employees are required to remain on-call via radio (“walkie-talkie”) during rest
9 periods so that they could be reached at all times. The on-duty/on-call nature of Plaintiff’s and
10 other non-exempt employees’ rest periods violates California law, as announced in *Augustus v.*
11 *ABM Security Services Inc.* 2 Cal.5th 257 (2016). In *Augustus*, the California Supreme Court held
12 that an “on call” rest period does not satisfy the requirement that employers provide off-duty rest
13 periods to their employees. Thus, employees who are “on call” during their rest periods have not
14 received legally compliant rest periods under California law. *Augustus*, 2 Cal.5th at 273.
15 Plaintiff’s and other non-exempt employees’ rest periods were also interrupted, rendering them
16 less than 10 minutes of net rest time. Despite failing to authorize and permit legally compliant
17 rest periods to Plaintiff and other non-exempt employees, Defendants failed to pay the rest period
18 premiums required by Labor Code § 226.7. Upon information and belief, during at least a portion
19 of the putative class period, Defendants have maintained no payroll code or other mechanism for
20 paying rest period premiums when failing to authorize and permit a legally compliant rest period.

21 14. As a result of Defendants’ failure to pay all minimum wages and overtime wages,
22 as well as Defendants’ failure to pay meal and rest period premium wages, Defendants failed to
23 pay all wages to Plaintiff and other formerly employed non-exempt employees at the separation
24 of their employment.

25 15. As a further result of Defendants’ failure to pay all minimum wages and overtime
26 wages, as well as Defendants’ failure to pay meal and rest period premium wages, Defendants
27 have maintained inaccurate payroll records, and have issued inaccurate wage statements to
28 Plaintiff and other employees.

1 16. The wage statements issued to Plaintiff and other employees were also facially
2 deficient, in that they failed to include the address of the legal entity that is the employer in
3 violation of the Labor Code § 226(a)(8), and failed to include the beginning date of the pay period,
4 in violation of Labor Code § 226(a)(6).

5 **CLASS ACTION ALLEGATIONS**

6 17. Class Definitions: Plaintiff bring this action on behalf of himself and the following
7 Classes pursuant to Section 382 of the Code of Civil Procedure:

8 a. The Minimum Wage Class consists of all of the Defendants' current and former
9 non-exempt employees who were (i) subject to Defendants' timekeeping practices, and/or
10 (ii) were required to carry a radio during their meal periods, at any time from four years
11 prior to the filing of this action through the present.

12 b. The Overtime Class consists of all of the Defendants' current and former non-
13 exempt employees in California who worked more than 8.0 hours in a workday and/or over
14 40.0 hours in a workweek, and (i) were subject to Defendants' timekeeping practices,
15 and/or (ii) were required to carry a radio during their meal periods, at any time from four
16 years immediately preceding the filing of this action through the present.

17 c. The Meal Period Class consists of all of the Defendants' current and former non-
18 exempt employees in California who worked at least one shift in excess of 5.0 hours, during
19 the four years immediately preceding the filing of this action through the present.

20 d. The Rest Period Class consists of all of the Defendants' current and former non-
21 exempt employees in California who worked at least one shift of 3.5 hours or more, at any
22 time from four years immediately preceding the filing of this action through the present.

23 e. The Wage Statement Class consists of (i) all members of the Minimum Wage
24 Class, Overtime Class, Meal Period Class, and/or Rest Period Class who received a wage
25 statement during the one year immediately preceding the filing of this lawsuit through the
26 present; and (ii) all of the Defendants' current and former employees (both exempt and
27 non-exempt) in California who were issued a wage statement that did not contain
28 Defendants' address on the wage statement and/or did not contain the inclusive dates of

the pay period, at any time from one year prior to the filing of this action through the present.

f. The Waiting Time Class consists of all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class, who are no longer employed by Defendants and who last worked for Defendants at any time from three years immediately preceding the filing of this lawsuit through the present.

18. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and impracticable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than fifty (50) individuals in each Class. The identity of such membership is readily ascertainable via Defendants' employment records.

19. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation to:

- i. Whether Defendants' timekeeping and payroll practices violate the applicable Labor Code provisions including, but not limited to, Sections 510 and 1194 by requiring overtime work and not paying the Overtime Class for said work according to California's overtime laws;
- ii. Whether Defendants paid at least the minimum wage for all hours worked to members of the Minimum Wage Class;
- iii. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class;
- iv. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class;
- v. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and

vi. Whether Defendants paid all wages due to members of the Waiting Time Class at the time of separation of employment.

20. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each class member, such as Defendants' timekeeping, overtime, wage statement, meal period, rest period, and final wage policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

21. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein, Plaintiff, like the members of the Classes, was deprived of all earned minimum wages and overtime wages, was subject to Defendants' uniform meal and rest period policies/practices, was furnished with inaccurate wage statements, and was deprived of all final wages upon his separation of employment from Defendants.

22. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

23. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff

1 and members of the Classes make the class action format a particularly efficient and appropriate
2 procedure to redress the violations alleged herein. If each employee were required to file an
3 individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be able
4 to exploit and overwhelm the limited resources of each individual plaintiff with their vastly
5 superior financial and legal resources. Moreover, requiring each member of the Classes to pursue
6 an individual remedy would discourage the assertion of lawful claims by employees who would
7 be disinclined to file an action against their former and/or current employer for real and justifiable
8 fear of retaliation and permanent damages to their careers at subsequent employment. Further, the
9 prosecution of separate actions by individual class members would create a substantial risk of
10 inconsistent or varying verdicts or adjudications with respect to the individual class members
11 against Defendants herein; and which would establish potentially incompatible standards of
12 conduct for Defendants. Further, the claims of the individual members of the Classes are not
13 sufficiently large to warrant vigorous individual prosecution considering all of the concomitant
14 costs and expenses attending thereto. As such, the Classes identified in Paragraph 17 are
15 maintainable under Code Civ. Proc. § 382 of the Code of Civil Procedure.

16 **FIRST CAUSE OF ACTION**

17 **MINIMUM WAGE VIOLATIONS**

18 **(AGAINST ALL DEFENDANTS)**

19 24. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

20 25. Wage Order 4, § 4 and Labor Code §§ 1197 and 1182.12 establish employees'
21 right to be paid minimum wages for all hours worked in amounts set by state law. Labor Code §§
22 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage
23 as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees,
24 costs of suit, liquidated damages in an amount equal to the unpaid wages, and interest.

25 26. At all relevant times, Defendants failed to conform their pay practices to the
26 requirements of the law by failing to pay Plaintiff and the Minimum Wage Class for all hours
27 actually worked including, but not limited to, all hours they were subject to Defendants' control
28 and/or suffered or permitted to work under the Labor Code and Wage Order 4.

1 27. California Labor Code § 1198 makes unlawful the employment of an employee
2 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide
3 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
4 those employees the balance of the unpaid wages as well as liquidated damages in an amount
5 equal to the wages due and interest thereon.

6 28. As a direct and proximate result of Defendants' unlawful conduct as alleged
7 herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including but
8 not limited to, unpaid wages and lost interest in an amount to be established at trial, and they are
9 entitled to recover economic and statutory damages and penalties and other appropriate relief as
10 a result of Defendants' violations of the California Labor Code and Wage Order 4.

11 29. Defendants' practice and uniform administration of corporate policy regarding
12 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and
13 the Minimum Wage Class in a civil action for the unpaid amount of minimum wages, liquidated
14 damages, interest thereon, statutory penalties, and attorneys' fees and costs of suit, per Labor
15 Code §§ 204, 218.6, 558, 1194, 1194.2, 1197, 1198, and Code of Civil Procedure § 1021.5.

16 **SECOND CAUSE OF ACTION**

17 **FAILURE TO PAY OVERTIME WAGES**

18 **(AGAINST ALL DEFENDANTS)**

19 30. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
20 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
21 overtime hours worked and provide a private right of action for the failure to pay all overtime
22 compensation for overtime work performed.

23 31. At all times relevant herein, Defendants were required to properly compensate
24 Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California
25 Labor Code § 1194 and Wage Order 4. Wage Order 4, § 3 requires an employer to pay an
26 employee "one and one-half (1½) times [the] employee's regular rate of pay" for work in excess
27 of 8 hours per workday and/or in excess of 40 hours in any workweek, and for the first 8 hours
28 on the seventh consecutive workday in a workweek. Wage Order 4, § 3 also requires an employer

1 to pay an employee double the employee's regular rate of pay for work in excess of 12 hours in a
2 workday and/or in excess of 8 hours on the seventh consecutive day of work in the workweek.
3 Defendants caused Plaintiff and Overtime Class members to work overtime hours but did not
4 compensate them at one and one-half times (or two times) their regular rate of pay for such hours.

5 32. The foregoing policies and practices are unlawful and create entitlement to
6 recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime
7 premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of
8 suit according to California Labor Code §§ 204, 218.6, 510, 558, 1194, and 1198, and Code of
9 Civil Procedure § 1021.5.

10 **THIRD CAUSE OF ACTION**

11 **MEAL PERIOD VIOLATIONS**

12 **(AGAINST ALL DEFENDANTS)**

13 33. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

14 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 failed in their affirmative obligation to provide all their hourly non-exempt employees, including
16 Plaintiff and members of the Meal Period Class, with all required meal periods in accordance with
17 the mandates of the California Labor Code and Wage Order 4, for the reasons set forth in this
18 Complaint.

19 35. As a result, Defendants owe premium compensation for meal period violations,
20 including interest thereon, statutory penalties, and costs of suit, pursuant to Wage Order 4, Labor
21 Code §§ 226.7 and 512, Civil Code § 3287, and Art. XV, § 1 of the California Constitution.

22 **FOURTH CAUSE OF ACTION**

23 **REST PERIOD VIOLATIONS**

24 **(AGAINST ALL DEFENDANTS)**

25 36. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

26 37. Labor Code §§ 226.7 and 516, and Wage Order 4, § 12 establish the right of
27 employees to be authorized and permitted a rest period of at least ten (10) minutes for each four
28 (4) hour period worked, or major fraction thereof.

38. As alleged herein, Defendants failed to authorize and permit Plaintiff and Rest Period Class members to take their legally entitled rest periods. Defendants also failed to compensate Plaintiff and Rest Period Class members with a rest period premium for each rest period to which they were entitled while working.

39. The foregoing violations create an entitlement to recovery by Plaintiff and Rest Period Class members in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7, 516, 558; Code of Civil Procedure § 1021.5; Civil Code § 3287; and Art. XV, § 1 of the California Constitution.

FIFTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

40. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

41. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and the Wage Statement Class with accurate and complete itemized wage statements that included, among other requirements, all wages earned, all meal and rest period premium wages earned, total hours worked, and the name of the legal entity that is the employer, in violation of Labor Code § 226.

42. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in injury, as said failures led to, among other things, the non-payment of all their minimum and overtime wages and meal and rest period premium wages, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

43. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226, including statutory penalties, civil penalties, and reasonable attorneys' fees and costs of suit, pursuant to Labor Code §§ 226 and 226.3.

1 **SIXTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(AGAINST ALL DEFENDANTS)**

4 44. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 45. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
6 an employer to pay all wages immediately at the time of separation of employment in the event
7 the employer discharges the employee, or the employee provides at least 72 hours of notice of
8 their intent to quit. In the event the employee provides less than 72 hours of notice of their intent
9 to quit, said employee's wages become due and payable not later than 72 hours upon said
10 employee's last date of employment.

11 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
13 at their separation from employment, including (but not limited to) unpaid minimum wages,
14 unpaid overtime wages, and unpaid meal and rest period premium wages.

15 47. Further, Plaintiff is informed and believes, and based thereon alleges, that as a
16 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members
17 of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant
18 to the requirements of Labor Code §§ 201-203.

19 48. Defendants' failure to pay all final wages was willful within the meaning of Labor
20 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
21 Time Class their earned wages upon separation from employment results in a continued payment
22 of daily wages up to thirty days from the time the wages were due. Plaintiff and members of the
23 Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable
24 attorneys' fees and costs of suit.

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1 **SEVENTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(AGAINST ALL DEFENDANTS)**

4 49. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 50. Defendants have engaged, and continue to engage, in unfair and/or unlawful
6 business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to pay
7 Plaintiff and the Classes all minimum and overtime wages due, failing to provide meal periods or
8 pay meal period premium wages, failure to authorize and permit rest periods or pay rest period
9 premium wages, failing to furnish accurate and complete itemized wage statements, and failing
10 to pay all earned wages at separation of employment.

11 51. Defendants' utilization of these unfair and/or unlawful business practices has
12 deprived Plaintiff and members of the Classes of compensation to which they are legally entitled,
13 constitutes unfair and/or unlawful competition, and provides an unfair advantage over
14 Defendants' competitors who have been and/or are currently employing workers and attempting
15 to do so in honest compliance with applicable wage and hour laws.

16 52. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
17 herein, Plaintiff for himself, and on behalf of the members of the Classes, seeks full restitution of
18 monies as necessary and according to proof, to restore all monies withheld, acquired, and/or
19 converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

20 53. The acts complained of herein occurred within the four years immediately
21 preceding the filing of this action.

22 54. Plaintiff was compelled to retain the services of counsel to file this court action to
23 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf
24 of Defendants' current non-exempt employees, and to enforce important rights affecting the
25 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
26 which he is entitled to recover under Code of Civil Procedure § 1021.5.

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1 **EIGHTH CAUSE OF ACTION**

2 **PRIVATE ATTORNEYS GENERAL ACT**

3 **(AGAINST ALL DEFENDANTS)**

4 55. Plaintiff re-alleges and incorporates by reference all previous paragraphs.
5 Defendants have committed several Labor Code violations against Plaintiff and other aggrieved
6 employees. Plaintiff is an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.*
7 Plaintiff, acting on behalf of himself and other aggrieved employees, brings this representative
8 action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved
9 employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
10 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure
11 to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation
12 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
13 unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each subsequent
14 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
15 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
16 employee per pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00
17 for each subsequent violation, pursuant to Labor Code § 226.3, per employee per pay period;
18 and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per
19 employee per pay period for those violations of the Labor Code for which no civil penalty is
20 specifically provided, based on the following Labor Code violations:

- 21 a. Failing to pay Plaintiff and other aggrieved employees all overtime and/or
22 double-time compensation earned, in violation of Labor Code §§ 204, 510, 558,
23 1194, and 1198;
- 24 b. Failing to pay Plaintiff and other aggrieved employees at least the statutory
25 minimum wage for all hours worked, in violation of Labor Code §§ 204, 558,
26 1182.12, 1194, 1194.2, 1197, and 1198;
- 27 c. Failing to provide all legally required meal periods and failing to pay meal
28 period premiums to Plaintiff and other aggrieved employees at the employees’

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing counsel for Plaintiff as counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198;
5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 1198;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 1198;
8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code § 226, *et seq.*;
9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;
10. Upon the Seventh Cause of Action, for restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200, *et seq.*;
11. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699, including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4)

1 \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent
2 violation, pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
3 each initial violation and \$200.00 for each subsequent violation per employee per pay period for
4 those violations of the Labor Code for which no civil penalty is specifically provided, pursuant to
5 Labor Code § 2699(f);

6 12. Prejudgment interest on all due and unpaid wages and other damages pursuant to
7 California Labor Code §§ 218.6, 1194(a), 1194.2(a); Civil Code § 3287; and Art. XV, § 1 of the
8 California Constitution;

9 13. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
10 226(e), 1194 *et seq.*, 2699(g), and Code of Civil Procedure § 1021.5; and

11 14. For such other and further relief the Court may deem just and proper.

12
13 Date: November 28, 2022

Respectfully submitted,
ABRAMSON LABOR GROUP

14
15 By:


Tuvia Korobkin
Attorney for Plaintiff

16
17 **DEMAND FOR JURY TRIAL**

18 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.
19

20
21 Dated: November 28, 2022

Respectfully submitted,
ABRAMSON LABOR GROUP

22
23 By:


Tuvia Korobkin
Attorney for Plaintiff

1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California. I am over the age of 18
3 and not a party to the within action. My business address is 11846 Ventura Blvd., Suite
4 100, Studio City, CA 91604

5 On the below date, I served a true copy of the foregoing documents described as:

6 **FIRST AMENDED COMPLAINT**

7 on all interested parties in this action directed as follows:

8 Musick Peeler & Garrett LLP.
9 Attn: Philip Ewen, Esq.
10 624 S. Grand Ave., Ste. 2000
11 Los Angeles, CA 90017-3383

12 Attorneys for Defendant Union
Rescue Mission

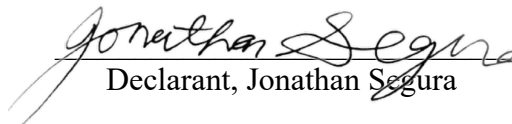
13 / X / (BY MAIL): I am readily familiar with the firm's practice of collection and processing
14 correspondence for mailing. Under that practice it would be deposited with U.S. postal service
15 on that same day with postage thereon fully prepaid at Studio City, California in the ordinary
16 course of business. I am aware that on motion of the party served, service is presumed invalid if
17 postal cancellation date or postage meter date is more than one day after date of deposit for
18 mailing in affidavit.

19 / / (BY OVERNIGHT MAIL): I am readily familiar with the firm's practice of collection
20 and processing for overnight delivery. Under such practice, I caused the aforementioned
21 document(s) to be delivered to an overnight courier service, carrier fees paid and deposited in an
22 overnight delivery drop-box and/or delivered to an overnight carrier.

23 / / (BY ELECTRONIC SERVICE): BY ELECTRONIC TRANSMISSION) I served the
24 foregoing by electronic transmission to the email addresses listed above, pursuant to Cal. Code
25 Civ. Proc. § 1010.6 and Cal. Rules of Court Rule 2.251 via caseanywhere.com.

26 I declare under penalty of perjury under the laws of the State of California and the United
27 States of America that the foregoing is true and correct.

28 Executed on November 28, 2022, at Studio City, California.


Declarant, Jonathan Segura