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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

**SECOND 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) **FAILURE TO REIMBURSE
BUSINESS EXPENSES (LABOR
CODE §§ 2802, 2804);**
- (8) **UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200, *et seq.*);**
- (9) **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 Second 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 18) 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 18).

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GENERAL FACTUAL ALLEGATIONS

9. Plaintiff was employed by Defendants as a non-exempt employee from approximately November 2020 until approximately December 2021.

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. Defendants also failed to reimburse Plaintiff and other non-exempt employees for
22 business expenses, including the use of their personal cell phones for work-related purposes.

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

27 16. As a further result of Defendants’ failure to pay all minimum wages and overtime
28 wages, as well as Defendants’ failure to pay meal and rest period premium wages, Defendants

1 have maintained inaccurate payroll records, and have issued inaccurate wage statements to
2 Plaintiff and other employees.

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

7 **CLASS ACTION ALLEGATIONS**

8 18. Class Definitions: Plaintiff bring this action on behalf of himself and the following
9 Classes pursuant to Section 382 of the Code of Civil Procedure:

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

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

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

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

25 e. The Wage Statement Class consists of (i) all members of the Minimum Wage
26 Class, Overtime Class, Meal Period Class, and/or Rest Period Class who received a wage
27 statement during the one year immediately preceding the filing of this lawsuit through the
28 present; and (ii) all of the Defendants' current and former employees (both exempt and

1 non-exempt) in California who were issued a wage statement that did not contain
2 Defendants' address on the wage statement and/or did not contain the inclusive dates of
3 the pay period, at any time from one year prior to the filing of this action through the
4 present.

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

9 g. The Expense Reimbursement Class consists of all of Defendants' current and
10 former non-exempt employees in California who were required to use their personal cell
11 phones for work-related purposes, at any time from four years prior to the filing of this
12 action to the present.

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

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

- 22 i. Whether Defendants' timekeeping and payroll practices violate the
23 applicable Labor Code provisions including, but not limited to, Sections
24 510 and 1194 by requiring overtime work and not paying the Overtime
25 Class for said work according to California's overtime laws;
26 ii. Whether Defendants paid at least the minimum wage for all hours worked
27 to members of the Minimum Wage Class;

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- 1 iii. Whether Defendants provided legally compliant meal periods to members
2 of the Meal Period Class;
- 3 iv. Whether Defendants authorized and permitted legally compliant rest
4 periods to members of the Rest Period Class;
- 5 v. Whether Defendants furnished legally compliant wage statements to
6 members of the Wage Statement Class pursuant to Labor Code § 226;
- 7 vi. Whether Defendants paid all wages due to members of the Waiting Time
8 Class at the time of separation of employment; and
- 9 vii. Whether Defendants reimbursed all business related expenses to the
10 Expense Reimbursement Class.

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

19 22. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because
20 Plaintiff was employed by Defendants as a non-exempt employee in California during the
21 statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As
22 alleged herein, Plaintiff, like the members of the Classes, was deprived of all earned minimum
23 wages and overtime wages, was subject to Defendants' uniform meal and rest period
24 policies/practices, was not reimbursed all work-related expenses, was furnished with inaccurate
25 wage statements, and was deprived of all final wages upon his separation of employment from
26 Defendants.

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

7 24. **Superiority:** The California Labor Code is broadly remedial in nature and serves
8 an important public interest in establishing minimum working conditions and standards in
9 California. These laws and labor standards protect the average working employee from
10 exploitation by employers who have the responsibility to follow the laws and who may seek to
11 take advantage of superior economic and bargaining power in setting onerous terms and
12 conditions of employment. The nature of this action and the format of laws available to Plaintiff
13 and members of the Classes make the class action format a particularly efficient and appropriate
14 procedure to redress the violations alleged herein. If each employee were required to file an
15 individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be able
16 to exploit and overwhelm the limited resources of each individual plaintiff with their vastly
17 superior financial and legal resources. Moreover, requiring each member of the Classes to pursue
18 an individual remedy would discourage the assertion of lawful claims by employees who would
19 be disinclined to file an action against their former and/or current employer for real and justifiable
20 fear of retaliation and permanent damages to their careers at subsequent employment. Further, the
21 prosecution of separate actions by individual class members would create a substantial risk of
22 inconsistent or varying verdicts or adjudications with respect to the individual class members
23 against Defendants herein; and which would establish potentially incompatible standards of
24 conduct for Defendants. Further, the claims of the individual members of the Classes are not
25 sufficiently large to warrant vigorous individual prosecution considering all of the concomitant
26 costs and expenses attending thereto. As such, the Classes identified in Paragraph 18 are
27 maintainable under Code Civ. Proc. § 382 of the Code of Civil Procedure.

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1 **FIRST CAUSE OF ACTION**

2 **MINIMUM WAGE VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

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

5 26. Wage Order 4, § 4 and Labor Code §§ 1197 and 1182.12 establish employees'
6 right to be paid minimum wages for all hours worked in amounts set by state law. Labor Code §§
7 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage
8 as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees,
9 costs of suit, liquidated damages in an amount equal to the unpaid wages, and interest.

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

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

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

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

SECOND CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGES
(AGAINST ALL DEFENDANTS)

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

32. At all times relevant herein, Defendants were required to properly compensate Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 4. Wage Order 4, § 3 requires an employer to pay an employee “one and one-half (1½) times [the] employee’s regular rate of pay” for work in excess of 8 hours per workday and/or in excess of 40 hours in any workweek, and for the first 8 hours on the seventh consecutive workday in a workweek. Wage Order 4, § 3 also requires an employer to pay an employee double the employee’s regular rate of pay for work in excess of 12 hours in a workday and/or in excess of 8 hours on the seventh consecutive day of work in the workweek. Defendants caused Plaintiff and Overtime Class members to work overtime hours but did not compensate them at one and one-half times (or two times) their regular rate of pay for such hours.

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

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

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

35. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all their hourly non-exempt employees, including

1 Plaintiff and members of the Meal Period Class, with all required meal periods in accordance with
2 the mandates of the California Labor Code and Wage Order 4, for the reasons set forth in this
3 Complaint.

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

7 **FOURTH CAUSE OF ACTION**

8 **REST PERIOD VIOLATIONS**

9 **(AGAINST ALL DEFENDANTS)**

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

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

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

18 40. The foregoing violations create an entitlement to recovery by Plaintiff and Rest
19 Period Class members in a civil action for the unpaid amount of rest period premiums owing,
20 including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor
21 Code §§ 226.7, 516, 558; Code of Civil Procedure § 1021.5; Civil Code § 3287; and Art. XV, §
22 1 of the California Constitution.

23 **FIFTH CAUSE OF ACTION**

24 **WAGE STATEMENT VIOLATIONS**

25 **(AGAINST ALL DEFENDANTS)**

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

27 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 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.

43. 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.

44. 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.

SIXTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

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

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

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

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

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

SEVENTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

(AGAINST ALL DEFENDANTS)

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

51. As alleged herein, it was necessary for Plaintiff and members of the Expense Reimbursement Class to use their personal cell phones in performing their work for Defendants. Although Plaintiff and members of the Expense Reimbursement Class incurred these expenses in the direct discharge of their job duties, Defendants did not reimburse these employees for such necessary work expenditures during the four years preceding the filing of this lawsuit.

52. At all relevant times herein, Defendants were subject to Labor Code § 2802, which states that “an employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

53. At all relevant times herein, Defendants were subject to Labor Code § 2804, which states, “any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

1 54. As a proximate result of Defendants' policies and/or practices in violation of Labor
2 Code §§ 2802 and 2804, Plaintiff and members of the Expense Reimbursement Class were
3 damaged in sums, which will be shown according to proof.

4 55. Plaintiff and members of the Expense Reimbursement Class are entitled to
5 attorneys' fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.
6 Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of necessary
7 expenditures carries interest at the same rate as judgments in civil actions. Thus, Plaintiff and
8 members of the Expense Reimbursement Class are entitled to interest, which shall accrue from
9 the date on which they incurred the initial necessary expenditure.

10 **EIGHTH CAUSE OF ACTION**

11 **UNFAIR COMPETITION**

12 **(AGAINST ALL DEFENDANTS)**

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

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

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

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

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

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

NINTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

62. Plaintiff re-alleges and incorporates by reference all previous paragraphs. Defendants have committed several Labor Code violations against Plaintiff and other aggrieved employees. Plaintiff is an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.* Plaintiff, acting on behalf of himself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699 (a) and (f) 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 \$100.00 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) \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3, per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay Plaintiff and other aggrieved employees all overtime and/or double-time compensation earned, in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- b. Failing to pay Plaintiff and other aggrieved employees at least the statutory minimum wage for all hours worked, in violation of Labor Code §§ 204, 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- c. Failing to provide all legally required meal periods and failing to pay meal period premiums to Plaintiff and other aggrieved employees at the employees' respective regular rates of compensation, in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- d. Failing to authorize and permit all legally required rest periods and failing to pay rest period premiums to Plaintiff and other aggrieved employees at the employees' respective regular rates of compensation, in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- e. Failing to furnish Plaintiff and other aggrieved employees with accurate and complete itemized wage statements, in violation Labor Code §§ 226 and 1198;
- f. Failing to pay all wages owed to Plaintiff and other aggrieved former employees at their separation of employment, in violation of Labor Code §§ 201-203;
- g. Failing to reimburse all work-related expenses, in violation of Labor Code §§ 2802 and 2804; and
- h. Failing to maintain accurate records (including but not limited to records of actual hours worked) on behalf of Plaintiff and other aggrieved employees, in violation of Labor Code §§ 1174 and 1198.

63. On or about September 21, 2022 and July 10, 2023, Plaintiff notified Defendant Union Rescue Mission, via certified mail, and the California Labor and Workforce Development Agency ("LWDA") via its website, of Defendants' violations of the California Labor Code and Plaintiff's intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in paragraph 62 (a)-(h)

1 above. Now that sixty-five days have passed from Plaintiff's notifying Defendants and the LWDA
2 of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim
3 under the Private Attorneys General Act with respect to these violations.

4 64. Plaintiff was compelled to retain the services of counsel to file this court action to
5 protect his interests and the interests of other aggrieved employees, and to assess and collect the
6 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which
7 he is entitled to recover under California Labor Code § 2699(g).

8 **PRAYER**

9 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
10 this suit is brought against Defendants, as follows:

- 11 1. For an order certifying the proposed Classes;
- 12 2. For an order appointing Plaintiff as representative of the Classes;
- 13 3. For an order appointing counsel for Plaintiff as counsel for the Classes;
- 14 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
15 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,
16 1197, and 1198;
- 17 5. Upon the Second Cause of Action, for compensatory, consequential, general, and
18 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 19 6. Upon the Third Cause of Action, for compensatory, consequential, general, and
20 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 1198;
- 21 7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
22 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 1198;
- 23 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
24 226, *et seq.*;
- 25 9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to
26 Labor Code §§ 201-203;
- 27 10. Upon the Seventh Cause of Action, for reimbursement of expenses pursuant to Labor
28 Code §§ 2802 and 2804;

11. Upon the Eighth 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.*;

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

13. Prejudgment interest on all due and unpaid wages and other damages pursuant to California Labor Code §§ 218.6, 1194(a), 1194.2(a), 2802(b); Civil Code § 3287; and Art. XV, § 1 of the California Constitution;

14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 226(e), 1194 *et seq.*, 2699(g), 2802(c), and Code of Civil Procedure § 1021.5; and

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

Date: March 11, 2024	Respectfully submitted, ABRAMSON LABOR GROUP
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By: Neil Larsen
Neil M. Larsen
Attorneys for Plaintiff

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Respectfully submitted,
ABRAMSON LABOR GROUP

Dated: March 11, 2024

By: Neil Larsen
Neil M. Larsen
Attorneys for Plaintiff

PROOF OF SERVICE

I am employed in Los Angeles County, State of California. I am over the age of 18 and not a party to the within action. My business address is 1700 W. Burbank Blvd., Burbank, CA 91506.

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

SECOND AMENDED CLASS AND REPRESENTATIVE COMPLAINT

on all interested parties in this action directed as follows:

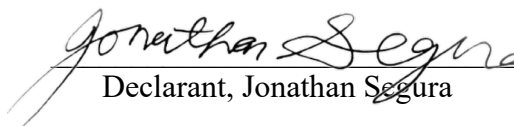
Musick Peeler & Garrett LLP. Attn: Philip Ewen, Esq. 333 S. Hope St., Ste. 2900 Los Angeles, California 90071-1376 Attorneys for Defendant Union Rescue Mission	Email Addresses: p.ewen@musickpeeler.com
Lawyers for Justice, PC Calvin Hannigan Travis J. Maher Brittany Shaw Tara Zabehi 410 West Arden Avenue, Suite 203 Glendale, California 91203 Attorneys for Plaintiff Shania Spencer (Related Case)	Email Addresses: calvin@calljustice.com travis@calljustice.com brittany@calljustice.com tara@calljustice.com

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

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

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

Executed on March 11, 2024, at Burbank, California.


Declarant, Jonathan Segura