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 on behalf of himself and all others similarly situated

FILED
 Superior Court of California
 County of Los Angeles
 07/18/2025
 David W. Slayton, Executive Officer / Clerk of Court
 By: R. Lozano Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

ANTHONY ALBERT GARCIA, an
 individual, on behalf of himself and others
 similarly situated,

Plaintiff,

vs.

IES COMMUNICATIONS, LLC, a Delaware
 corporation; IES HOLDINGS, INC., an entity
 of unknown form; and DOES 1 through 50,
 inclusive,

Defendants.

Case No.: 25STCV13855

CLASS ACTION

Assigned for All Purposes To:

Hon. Elaine Lu

Dept.: 9

**FIRST AMENDED CLASS ACTION
 COMPLAINT FOR:**

1. Failure to Pay Minimum Wages and for All Hours Worked;
2. Failure to Pay Wages and Overtime under Labor Code § 510;
3. Meal Period Liability, Labor Code § 226.7;
4. Rest-Break Liability, Labor Code § 226.7;
5. Failure to Pay Vacation Wages
6. Failure to Comply with Labor Code § 245 *et seq.* and 246
7. Violation of Labor Code § 226(a);
8. Violation of Labor Code § 204;
9. Violation of Labor Code § 203;
10. Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5;
11. Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802;
12. Violation of Business & Professions Code § 17200 *et seq.*; and
13. Penalties under PAGA Labor Code § 2698.

DEMAND FOR JURY TRIAL

Original Complaint Filed: May 12, 2025

Trial Date: None Set

1 Plaintiff ANTHONY ALBERT GARCIA (hereinafter “Plaintiff”), on behalf of himself
2 and all other similarly situated non-exempt, hourly workers employed by Defendants in
3 California (collectively, “Employees”; individually, “Employee”), complains of Defendants, and
4 each of them, as follows:

5 **INTRODUCTION**

6 1. Plaintiff brings this action on behalf of himself and all current and former
7 Employees within the State of California who, at any time four years prior to the filing of this
8 lawsuit, are or were employed as non-exempt, hourly employees by Defendants IES
9 COMMUNICATIONS, LLC, a Delaware corporation; IES HOLDINGS, INC., an entity of unknown
10 form; and DOES 1 through 50 (all defendants being collectively referred to herein as
11 “Defendants”). Plaintiff alleges that Defendants violated various provisions of the California Labor
12 Code, relevant orders of the Industrial Welfare Commission (IWC), and California Business &
13 Professions Code, and seeks redress for these violations.

14 2. Plaintiff is a resident of California and Los Angeles County, and during the time
15 period relevant to this Complaint, worked as a non-exempt, hourly employee within the State of
16 California at Defendants’ facilities and offices in California. Plaintiff and the other Class
17 members worked for Defendants in Los Angeles County, and in other nonexempt positions,
18 throughout California and, and consistently worked at Defendants’ behest without being paid all
19 wages due. More specifically, Plaintiff and the other similarly situated Class members were
20 employed by Defendants and worked at Defendants’ offices and other facilities where the
21 conduct giving rise to the allegations in this Class Action Complaint occurred. Upon information
22 and belief, Plaintiff was employed by Defendants and (1) shared similar job duties and
23 responsibilities, (2) was subjected to the same policies and practices, and (3) endured similar
24 violations at the hands of Defendants as the other Employee Class members who served in
25 similar and related positions.

26 3. Defendants required Plaintiff and the Employees in the Class to perform work
27 while remaining under Defendants’ control before and after being on the clock for their daily
28 work shift. Defendants further failed to accurately record time worked by Plaintiff and Employee

1 Class members by rounding hours worked to reflect scheduled shift start and end times as
2 opposed to actual hours worked. Defendants also had a uniform policy and practice of requiring
3 Employees to record meal breaks before the fifth hour of work regardless of whether Employees
4 took a meal period after the fifth hour or did not receive a meal period. Defendants thus failed to
5 pay Plaintiff and the Class members for all hours worked and provided them with inaccurate
6 wage statements that prevented Plaintiff and the Class from learning of these unlawful pay
7 practices. Defendants also failed to provide Plaintiff and the Class with lawful meal and rest
8 periods, as employees were not provided with the opportunity to take timely, uninterrupted, and
9 duty-free meal and rest periods as required by the Labor Code.

10 **THE PARTIES**

11 **A. The Plaintiff**

12 4. Plaintiff ANTHONY ALBERT GARCIA has resided in California and during the
13 time period relevant to this Complaint was employed by Defendants as a non-exempt hourly
14 employee within the State of California.

15 **B. The Defendants**

16 5. Defendant IES COMMUNICATIONS, LLC, (“IES Communications”) is a
17 Delaware corporation with its principle executive offices in Los Angeles, California, as set forth
18 in the Statement of Information on file with the California Secretary of State. Moreover, IES
19 Communications is listed as the employer on Plaintiff’s paystubs during the relevant time period.
20 Upon information and belief, IES Communications employs Plaintiff and the Class members at
21 Defendants’ offices and facilities in Los Angeles, California, and throughout California and
22 conducts business throughout California.

23 6. Defendant IES HOLDINGS, INC., an entity of unknown form (“IES Holdings”) and employs Class members in Los Angeles County, including at Defendants’ offices and
24 facilities in Los Angeles, California, and throughout California and conducts business throughout
25 California. Upon information and belief, IES Holdings is listed in the Defendants’ employee
26 handbook which provides that Defendant IES Communications is a subsidiary of IES Holdings,
27 Inc.
28

7. The true names and capacities, whether individual, corporate, associate, or whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated herein as Does 1 through 50 when their identities become known.

8. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all respects as the employers or joint employers of Employees. Defendants, and each of them, exercised control over the wages, hours or working conditions of Employees, or suffered or permitted Employees to work, or engaged, thereby creating a common law employment relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly employed Employees.

JURISDICTION AND VENUE

9. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and liabilities giving rise to this lawsuit occurred at least in part in Los Angeles County and Defendants maintain and operate company offices and facilities in Los Angeles County, and employ Plaintiff and other Class members in Los Angeles County and throughout California.

/ / /

FACTUAL BACKGROUND

10. The Employees who comprise the Class, including Plaintiff, are non-exempt employees of Defendants pursuant to the applicable Wage Order of the Industrial Welfare Commission (“IWC”).

11. Defendants hire Employees who work in nonexempt positions at the direction of Defendants in the State of California. Plaintiff and the Class members were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically, Plaintiff and Employees were not paid for the time that they worked “pre-shift” and “post-shift” without compensation by interfacing with management, sending and responding to emails and text messages, making and answering telephone calls, and driving to different jobsites to complete work for the Defendants. Moreover, Employees were not paid for the time spent answering work-related phone calls while off-the-clock. Defendants also had a uniform policy and practice of shaving time on all time entries to reflect scheduled shift start and end times rather than paying Plaintiff and the Class members for all hours and minutes they actually worked. Defendants generally rounded or shaved time entries to the detriment of the Employees, and these unlawfully rounded or shaved time entries were inputted into Defendants’ payroll system from which wage statements and payroll checks were created. Plaintiff also contends that Defendants failed to pay Plaintiff and the Class members all wages due and owing, failed to provide meal and rest breaks, and failed to furnish accurate wage statements, all in violation of various provisions of the California Labor Code and applicable Wage Orders. Additionally, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Plaintiff and Employees worked overtime and received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

1 12. From at least four (4) years prior to the filing of this lawsuit and continuing to the
2 present, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay,
3 and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
4 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
5 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of
6 calculating sick pay. Therefore, during times when Plaintiff and Employees worked overtime and
7 received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses,
8 Defendants failed to pay all sick pay by paying a lower overtime rate than required.

9 13. From at least four (4) years prior to the filing of this lawsuit and continuing to the
10 present, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay,
11 and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
12 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
13 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of
14 calculating vacation pay. Therefore, during times when Plaintiff and Employees worked
15 overtime and received nondiscretionary commissions, incentive pay, and/or nondiscretionary
16 bonuses, Defendants failed to pay all vacation pay by paying a lower overtime rate than required.

17 14. During the course of Plaintiff and the Class members' employment with
18 Defendants, they were not paid all wages they were owed, including for all work performed and
19 for all overtime hours worked and were forced to work during their meal and rest breaks.
20 Defendants also failed to maintain timekeeping records for Plaintiff that would permit him to
21 discover the nature and extent of Defendants' unlawful rounding.

22 15. As a matter of uniform Company policy, Plaintiff and the Class members were
23 required to work during their meal and rest breaks which were not compensated by Defendants
24 in violation of the California Labor Code. Plaintiff and the Class members were also not paid
25 regular wages and overtime for the time they were required to comply with other requirements
26 imposed upon them, which they had to complete while working through their meal and rest
27 breaks and without compensation. As a result, Plaintiff and the Class members worked shifts
28 over eight (8) hours in a day and over forty (40) hours in a work week, but they were not paid at

1 the appropriate overtime rate for all such hours, including by being required to perform work
2 duties and tasks without pay and while off-the-clock, and due to Defendants' unlawful
3 rounding. As a result, Plaintiff and the Class members worked substantial overtime hours during
4 their employment with Defendants for which they were not compensated, in violation of the
5 California Labor Code, applicable IWC Wage Orders.

6 16. As a result of the above described unlawful rounding and time shaving, the daily
7 work demands and pressures to work through breaks, and the other wage violations they endured
8 at Defendants' hands, Plaintiff and the Class members were not properly paid for all wages
9 earned and for all wages owed to them by Defendants, including when working more than eight
10 (8) hours in any given day and/or more than forty (40) hours in any given week. As a result of
11 Defendants' unlawful policies and practices, Plaintiff and Class members incurred overtime
12 hours worked for which they were not adequately and completely compensated. To the extent
13 applicable, Defendants also failed to pay Plaintiff and the Class members at an overtime rate of
14 1.5 times the regular rate for the first eight hours of the seventh consecutive work day in a week
15 and overtime payments at the rate of 2 times the regular rate for hours worked over eight (8) on
16 the seventh consecutive work day, as required under the Labor Code, applicable IWC Wage
17 Orders.

18 17. Therefore, from at least four (4) years prior to the filing of this lawsuit and
19 continuing to the present, Defendants had a consistent policy or practice of failing to pay
20 Employees for all hours worked and failing to pay minimum wage for all time worked as
21 required by California Law.

22 18. Additionally from at least four (4) years prior to the filing of this lawsuit and
23 continuing to the present, Defendants had a consistent policy or practice of failing to pay
24 Employees overtime compensation at premium overtime rates for all hours worked in excess of
25 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked
26 in excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
27 sections of IWC Wage Orders.

28 19. Additionally from at least four (4) years prior to the filing of this lawsuit and

1 continuing to the present, Defendants have regularly required Employees to work shifts in excess
2 of five (5) hours without providing them with uninterrupted meal periods of not less than thirty
3 (30) minutes and shifts in excess of ten (10) hours without providing them with second meal
4 periods of not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e.
5 one hour of wages at each Employee’s effective regular rate of pay, for each meal period that
6 Defendants failed to provide or deficiently provided.

7 20. From at least four (4) years prior to the filing of this lawsuit and continuing to the
8 present, Defendants have consistently failed to provide Employees with paid rest breaks of not
9 less than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did
10 Defendant pay Employees premium pay for each day on which requisite rest breaks were not
11 provided or were deficiently provided at one hour of wages at each Employee’s effective regular
12 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.

13 21. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
14 continuing to the present, Defendants have consistently failed to provide Employees with timely,
15 accurate, and itemized wage statements as required by California wage-and-hour laws.
16 Specifically, Defendants failed in their affirmative obligation to keep accurate records of the
17 correct overtime wages based on proper regular rate calculations that included nondiscretionary
18 commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of
19 compensation of their Employees. Moreover, the wage statements given to Employees by
20 Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
21 periods and rest breaks all of which Defendants knew or reasonably should have known were
22 owed to Employees, as alleged hereinabove. The wage statements provided to Employees were
23 confusing and required Employees to engage in discovery and refer to outside sources to verify
24 whether their pay was correct, potentially resulting in a miscalculation by the Employees.

25 22. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
26 continuing to the present, Defendants have consistently failed to provide Employees with timely,
27 accurate, and itemized wage statements, in writing, as required by California wage-and-hour
28 laws.

1 23. From at least four (4) years prior to the filing of this lawsuit and continuing to the
2 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
3 performance of their job duties for Defendants including, but not limited to, the cost of cellphone
4 usage, vehicle mileage and fuel, tools, equipment, uniform maintenance, daily protective gear
5 maintenance, and home internet usage which were necessary to perform their duties under
6 Defendants' employ in violation of Labor Code § 2802.

7 24. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
8 continuing to the present, Defendants have consistently failed to keep accurate time and wage
9 records as required by California wage-and-hour laws. Defendants intentionally failed to furnish
10 to Plaintiff and the Class members, upon each payment of wages, itemized statements accurately
11 showing: (1) gross wages earned, (2) total hours worked by the employee, (4) all deductions, (5)
12 net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
13 name of the employee and only the last four digits of his or her social security number or an
14 employee identification number other than a social security number, (8) the name and address of
15 the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay
16 period and the corresponding number of hours worked at each hourly rate by the employee
17 pursuant to Labor Code § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst
18 other statutory requirements. Defendants knowingly and intentionally failed to provide Plaintiff
19 and the Class members with such timely and accurate wage and hour statements. Defendant IES
20 Communications is the company name listed on the wage statement. The address of Defendant
21 IES Communications, is set forth incorrectly on the wage statement as 2801 S. Fair Ln, Tempe,
22 AZ 85282. The correct address, according to the California Secretary of State website is 2
23 Riverway, Ste 1730 Laverne Szczepanski, Houston, TX 77056.

24 25. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
25 to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed
26 to Employees at the time of their termination or within seventy-two (72) hours of their
27 resignation, as required by California wage-and-hour laws.

28 26. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor

Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1199, 2698 *et. seq.*, and 2802.

27. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff and the Class members seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or fraudulent practices alleged in this Complaint.

CLASS ALLEGATIONS

28. Plaintiff brings this class action on behalf of himself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (or “the Class” or “Class members”) defined as follows: “All individuals employed by Defendants at any time during the period of four (4) years prior to the filing of this lawsuit and ending on a date as determined by the Court (“the Class Period”), and who have been employed as non-exempt, hourly employees within the State of California.” Further, Plaintiff seeks to represent the Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Vacation Wages Subclass. All Class members who were not compensated at the Employee’s regular rate of pay for their vacation wages.

d. Subclass 4. Sick Pay Subclass. All Class members who were not compensated at the Employee’s regular rate of pay for their sick pay wages.

e. Subclass 5. Meal Period Subclass. All Class members who were subject to Defendants’ policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Employee’s regular rate of pay in lieu thereof.

f. Subclass 6. Rest Break Subclass. All Class members who were subject to Defendants’ policy and/or practice of failing to authorize and permit Employees to take

uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

g. Subclass 7. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

h. Subclass 8. Failure to Timely Pay Wages Twice Monthly Subclass. All Class members who were subject to Defendants' policy and practice of not timely paying all wages earned when they were due and payable at least twice monthly.

i. Subclass 9. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

j. Subclass 10. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

k. Subclass 11. Expenses Reimbursement Class: All Class members who, within the applicable limitations period who incurred business expenses during the Relevant Time Period.

l. Subclass 12. UCL Subclass. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

29. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify the class description with greater particularity or to provide further division into subclasses or limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class against Defendants, the Class Period should be adjusted accordingly.

30. Defendants, as a matter of company policy, practice and procedure, and in violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements, and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged in a practice whereby Defendants failed to correctly calculate and pay compensation for the time worked by Plaintiff and the other members of the Class, even though

Defendants enjoyed the benefit of this work, required Employees to perform this work and permitted or suffered to permit this work. Defendants have uniformly denied these Class members wages to which these employees are entitled, and failed to provide meal periods or authorize and permit rest periods, in order to unfairly cheat the competition and unlawfully profit.

31. This action has been brought and may properly be maintained as a class action under the provisions of Code of Civil Procedure § 382 because there is a well-defined community of interest in this litigation and the proposed Class is easily ascertainable from the employment records for Plaintiff and the Class members that Defendants are required to maintain under California law.

A. Numerosity

32. The potential members of the Class as defined are so numerous that joinder of all the Class members is impracticable. While the precise number of Class member has not been determined at this time, Plaintiff is informed and believes that Defendants employ or, during the time period relevant to this lawsuit employed, at least hundreds of Employees who satisfy the Class definition within the State of California. Plaintiff alleges that Defendants' employment records will provide information as to the number and location of all Class members.

B. Commonality

33. There are questions of law and fact common to the Class that predominate over any questions affecting only individual Class members. The common questions are numerous and substantial and flow from Defendants' uniform policies and/or practices of violating the California Labor Code addressed above. As such, these 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 damages. These common questions of law and fact include:

- a. Whether Defendants failed to pay Employees minimum wages;
- b. Whether Defendants failed to pay Employees wages for all hours worked;
- c. Whether Defendants failed to pay Employees overtime as required under Labor

Code § 510;

- d. Whether Defendants failed to pay Employees vacation wages as required under Labor Code § 227.3;
- e. Whether Defendants failed to pay Employees sick pay as required under Labor Code § 245;
- f. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- g. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to authorize and permit Employees to take requisite rest breaks or provide premium pay in lieu thereof;
- h. Whether Defendants violated Labor Code § 226(a) by providing Employees with inaccurate wage statements and wage statements that omitted many of the Section 226(a) requirements.
- i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- j. Whether Defendants' conduct was willful;
- k. Whether Defendants violated Labor Code § 226 and § 1174 and § 1198 and the IWC Wage Orders by failing to maintain accurate records of Class members' earned wages and work periods;
- l. Whether Defendants violated Labor Code § 1194 by failing to compensate all Employees during the relevant time period for all hours worked, whether regular or overtime;
- m. Whether Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;
- n. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not providing employees with all required sick days and COVID-19 supplemental

sick leave;

o. Whether Defendants violated Labor Code §§ 1174 and 1174.5;

p. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq*; and

q. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and

r. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*; and

C. Typicality

34. The claims of the named Plaintiff are typical of those of the other Employees. The Employee Class members all sustained injuries and damages arising out of and caused by Defendants' common course of conduct and uniformly applied policies in violation of statutes, as well as regulations, that have the force and effect of law, as alleged herein. Plaintiff's claims for the off the clock work and meal and rest violations they were required to endure are typical of those of the other Class members.

D. Adequacy of Representation

35. Plaintiff will fairly and adequately represent and protect the interest of the Employee Class members. Counsel who represents Plaintiff and the Employees in the Class are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

36. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Employees is not practicable, and questions of law and fact common to all Employees predominate over any questions affecting only individual Employees. Each Employee in the Class has been damaged and is entitled to recovery by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

37. As to the issues raised in this case, a class action is superior to all other methods for the fair and efficient adjudication of this controversy, as joinder of all Class members is impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class members. Further, as the economic or other loss suffered by vast numbers of Class members may

1 be relatively small, the expense and burden of individual actions makes it difficult for the Class
2 members to individually redress the wrongs they have suffered. Moreover, in the event
3 disgorgement is ordered, a class action is the only mechanism that will permit the employment of
4 a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in
5 managing this case as a class action, and proceeding on a class-wide basis will permit Employees
6 to vindicate their rights for violations they endured which they would otherwise be foreclosed
7 from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

8 38. Class action treatment will allow those persons similarly situated to litigate their
9 claims in the manner that is most efficient and economical for the parties and the judicial system.
10 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.
11 Plaintiff contemplates the eventual issuance of notice to the proposed Class members that would
12 set forth the subject and nature of the instant action. The Defendants' own business records can
13 be utilized for assistance in the preparation and issuance of the contemplated notices. To the
14 extent that any further notice is required additional media and/or mailings can be used.

15 39. Defendants, as prospective and actual employers of the Employees in the Class,
16 had a special fiduciary duty to disclose to prospective Class members the true facts surrounding
17 Defendants' pay practices, policies and working conditions imposed upon the similarly situated
18 Employees as well as the effect of any alleged arbitration agreements that may have been forced
19 upon them. In addition, Defendants knew they possessed special knowledge about pay practices
20 and policies, most notably intentionally refusing to pay for all hours actually worked which
21 should have been recorded in Defendants' pay records and the consequence of the alleged
22 arbitration agreements and policies and practices on the Employees and Class as a whole.

23 40. Plaintiff and the Employees in the Class did not discover the fact that they were
24 entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was
25 there any discussion about Plaintiff's and the Class members' waiver of their Constitutional
26 rights of trial by jury, to collectively organize and oppose unlawful pay practices under
27 California law as well as obtain injunctive relief preventing such practices from continuing. As a
28 result, the applicable statutes of limitation tolled until such time as Plaintiff and the Class

1 members discovered their claims.

2 **FIRST CAUSE OF ACTION**

3 **FAILURE TO PAY MINIMUM WAGES**

4 **(Against All Defendants)**

5 41. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth
6 in full herein.

7 42. Defendants failed to pay Employees minimum wages for all hours worked.
8 Defendants had a consistent policy of misstating Employees time records and failing to pay
9 Employees for all hours worked. Employees would work hours and not receive wages,
10 including as alleged above in connection with working during meal breaks, rounding of
11 timekeeping entries, and working “pre-shift” and “post-shift” without compensation by
12 interfacing with management, sending and responding to emails and text messages, making and
13 answering telephone calls, and driving to different jobsites to complete work for the
14 Defendants. Moreover, Employees were not paid for the time spent answering work-related
15 phone calls while off-the-clock. Additionally, Defendants had a consistent policy of failing to
16 pay Employees for hours worked during alleged meal periods for which Employees were
17 consistently denied, as also addressed herein. Defendants have also intentionally and
18 improperly rounded, shaved, changed, adjusted, and/or modified Employee hours, while
19 benefiting Defendants. Defendants thus regularly failed to pay minimum wages to Plaintiff and
20 Class members, including by unlawful rounding to their detriment. Moreover, Defendants did
21 not pay Plaintiff and Employees at the applicable minimum wage for all hours worked.
22 Defendants’ uniform pattern of unlawful wage and hour practices manifested, without
23 limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and
24 practice that denied accurate compensation to Plaintiff and the other members of the Class as to
25 minimum wage pay.

26 43. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage”
27 states:

28 The minimum wage for employees fixed by the commission is the

1 minimum wage to be paid to employees, and the payment of a less
2 wage than the minimum so fixed is unlawful.

3 44. The applicable minimum wages fixed by the commission for work during the
4 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
5 therefore entitled to double the minimum wage during the relevant period.

6 45. The minimum wage provisions of California Labor Code are enforceable by
7 private civil action pursuant to California Labor Code § 1194(a) which states:

8 Notwithstanding any agreement to work for a lesser wage, any
9 employee receiving less than the legal minimum wage or the legal
10 overtime compensation applicable to the employee is entitled to
11 recover in a civil action the unpaid balance of the full amount of
this minimum wage or overtime compensation, including interest
thereon, reasonable attorney's fees and costs of suit.

12 46. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
13 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

14 47. California Labor Code § 1194.2 also provides for the following remedies:

15 In any action under Section 1194 . . . to recover wages because of
16 the payment of a wage less than the minimum wages fixed by an
17 order of the commission, an employee shall be entitled to recover
liquidated damages in an amount equal to the wages unlawfully
unpaid and interest thereon.

18 48. Defendants have the ability to pay minimum wages for all time worked and have
19 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
20 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

21 49. Wherefore, Employees are entitled to recover the unpaid minimum wages
22 (including double minimum wages), liquidated damages in an amount equal to the minimum
23 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit
24 pursuant to California Labor Code § 1194(a).

25 **SECOND CAUSE OF ACTION**

26 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

27 **(Against All Defendants)**

28 50. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth

1 in full herein.

2 51. California Labor Code § 1194 provides that “any employee receiving less than the
3 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
4 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
5 compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” The
6 action may be maintained directly against the employer in an employee’s name without first
7 filing a claim with the Division of Labor Standards and Enforcement.

8 52. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and
9 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
10 Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular
11 hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40)
12 hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any
13 one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12)
14 hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of
15 work in a workweek.

16 53. Defendants had a consistent policy of not paying Employees wages for all hours
17 worked, including by requiring off the clock work as addressed above, by unlawful deductions,
18 by under-reporting actual hours worked, and by requiring Employees to do so as well.
19 Defendants have also failed to include all forms of remuneration in the regular rate of pay used
20 to calculate and pay overtime, and failed to begin paying overtime when it was incurred due to
21 the off the clock work, as detailed above.

22 54. Defendants thus had a consistent policy of not paying Employees wages for all
23 hours worked, including hours at their required regular, overtime, and double-time rates.
24 Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted
25 and/or modified certain employees’ hours, including Plaintiff’s, or required Plaintiff and the
26 Class members to do so, or otherwise caused them to work off the clock to avoid paying Plaintiff
27 and the Class members all earned and owed straight time and overtime wages and other benefits,
28 in violation of the California Labor Code, the California Code of Regulations and the IWC Wage

1 Orders and guidelines set forth by the Division of Labor Standards and Enforcement. Defendants
2 have also violated these provisions by requiring Plaintiff and other similarly situated non-exempt
3 employees to work through meal periods or remain under Defendants' control when they were
4 required to be clocked out or to otherwise work off the clock to complete their daily job duties
5 and respond to demands from customers and managers.

6 55. Therefore, Employees were not properly compensated, nor were they paid
7 overtime rates for hours worked in excess of eight hours in a given day, and/or forty hours in a
8 given week. Based on information and belief, Defendants did not make available to Employees a
9 reasonable protocol for correcting time records when Employees worked overtime hours or to fix
10 incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's
11 detriment. Defendants have also violated these provisions by requiring Plaintiff and other
12 similarly situated Class members to work through meal periods when they were required to be
13 clocked out or to otherwise work off the clock to complete their daily job duties.

14 56. Defendants' failure to pay Plaintiff and the Class members the unpaid balance of
15 regular wages owed and overtime compensation for all hours worked, as required by California
16 law, violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the
17 applicable IWC Wage Order, and is therefore unlawful. Defendants also failed to correctly
18 calculate the regular rate used to calculate and pay overtime, and meal and rest premiums, as
19 addressed above.

20 57. Additionally, Labor Code § 558(a) provides "any employer or other person
21 acting on behalf of an employer who violates, or causes to be violated, a section of this chapter
22 or any provisions regulating hours and days of work in any order of the IWC shall be subject to
23 a civil penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee
24 for each pay period for which the employee was underpaid in addition to an amount sufficient
25 to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for
26 each underpaid employee for each pay period for which the employee was underpaid in
27 addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to
28 this section shall be paid to the affected employee." Labor Code § 558(c) states, "the civil

1 penalties provided for in this section are in addition to any other civil or criminal penalty
2 provided by law.” Defendants have violated provisions of the Labor Code regulating hours and
3 days of work as well as the IWC Wage Orders. Accordingly, Plaintiff and the Class members
4 seek the remedies set forth in Labor Code § 558.

5 58. Defendants’ failure to pay compensation in a timely fashion also constituted a
6 violation of California Labor Code § 204, which requires that all wages shall be paid
7 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
8 violation of that provision of the California Labor Code, Defendants have failed to pay all
9 wages and overtime compensation earned by Employees. Each such failure to make a timely
10 payment of compensation to Employees constitutes a separate violation of California Labor
11 Code § 204.

12 59. Employees have been damaged by these violations of California Labor Code §§
13 204 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally,
14 under Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not
15 less than \$100 for causing Employees “to work for longer hours than those fixed, or under
16 conditions of labor prohibited by an order of the commission” or if the employer pays “a wage
17 less than the minimum fixed by an order of the commission” or “violates...any provision of this
18 chapter or any order or ruling of the commission.”

19 60. Consequently, pursuant to the California Labor Code, including Labor Code §§
20 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders,
21 including paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the
22 full amount of all their unpaid wages and overtime compensation for all their hours worked,
23 with interest, plus their reasonable attorneys’ fees and costs, as well as the assessment of any
24 statutory penalties against Defendants, and each of them, and any additional sums as provided
25 by the Labor Code and/or other statutes.

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1 **THIRD CAUSE OF ACTION**

2 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

3 **(Against All Defendants)**

4 61. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth
5 in full herein.

6 62. Employees regularly worked shifts greater than five (5) hours and in some
7 instances, greater than ten (10) hours. Pursuant to Labor Code § 512, and paragraph 11 of the
8 applicable IWC Wage Order, an employer may not employ someone for a shift of more than five
9 (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or
10 for a shift of more than ten (10) hours without providing him or her with a second meal period of
11 not less than thirty (30) minutes.

12 63. Defendants failed to provide Employees with meal periods as required under the
13 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often
14 required to work or to otherwise remain under Defendants' control during meal periods, or
15 Defendants provided them after Employees worked beyond the fifth hour of their shifts or
16 Employees otherwise had them shortened and interrupted by work demands and requirements to
17 perform off the clock work and remain under Defendants' control. Furthermore, upon
18 information and belief, on the occasions when Employees worked more than ten hours in a given
19 shift, they did so without receiving a second uninterrupted thirty-minute meal period as required
20 by law.

21 64. Defendants thus failed to provide Plaintiff and the Class members with meal
22 periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order,
23 including by not providing them with the opportunity to take meal breaks, by providing them late
24 or for less than thirty minutes, or by requiring them to perform work during breaks.

25 65. Moreover, Defendants failed to compensate Employees for each meal period not
26 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
27 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
28 employee a meal period in accordance with this section, the employer shall pay the employee

1 one (1) hour of pay at the employee's regular rate of compensation for each workday that the
2 meal period is not provided. As detailed above, when Defendants paid any meal period
3 premiums, they upon information and belief underpaid them by miscalculating the regular rate of
4 compensation by not including all forms of remuneration in it. Defendants thus failed to
5 compensate the Employees in the Class for each meal period not provided or inadequately
6 provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC
7 Wage Order.

8 66. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the
9 applicable IWC Wage Order, Employees in the Class are entitled to damages in an amount equal
10 to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided
11 or deficiently provided, a sum to be proven at trial, as well as the assessment of any statutory
12 penalties against the Defendants, and each of them, in a sum as provided by the Labor Code and
13 other statutes and applicable IWC Wage Order paragraphs.

14 **FOURTH CAUSE OF ACTION**

15 **REST BREAK LIABILITY UNDER LABOR CODE § 226.7**

16 **(Against All Defendants)**

17 67. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth
18 in full herein.

19 68. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders
20 provide that employers must authorize and permit all employees to take rest periods at the rate of
21 ten minutes net rest time per four (4) work hours.

22 69. Employees consistently worked consecutive four hour shifts and were generally
23 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and
24 permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable
25 IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for
26 each consecutive four hour shift, and Defendants failed to provide Employees with timely rest
27 breaks of not less than ten minutes for each consecutive four hour shift. Defendants made no
28 effort to authorize and permit Plaintiff and the Class members to take lawful rest breaks.

1 Employees were often required to work or to otherwise remain under Defendants' control during
2 rest periods, including by responding to work requirements, and had breaks provided untimely as
3 a result of the above described off the clock work.

4 70. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage
5 Orders provide that if an employer fails to provide an employee rest period in accordance with
6 this section, the employer shall pay the employee one hour of pay at the employee's regular rate
7 of compensation for each workday that the rest period is not provided. Defendants failed to do
8 so.

9 71. Defendants, and each of them, have therefore intentionally and improperly denied
10 rest periods to Plaintiff and the Class members in violation of Labor Code §§ 226.7 and 512 and
11 paragraph 12 of the applicable IWC Wage Orders.

12 72. Defendants failed to authorize and permit Plaintiff and the Class members to take
13 rest periods, as required by the Labor Code. Moreover, Defendants did not compensate
14 Employees with an additional hour of pay at each Employee's hourly rate for each day that
15 Defendants failed to provide them with adequate rest breaks, as required under Labor Code §
16 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Orders. To the extent Defendants
17 paid any rest break premiums, they upon information and belief, underpaid them by
18 miscalculating the regular rate of compensation by not including all forms of remuneration in it.
19 Defendants thus failed to compensate the Employees in the Class for each rest period not
20 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
21 20 of the applicable IWC Wage Order.

22 73. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the
23 applicable IWC Wage Orders, Employees are entitled to damages in an amount equal to one hour
24 of wages at their effective hourly rates of pay for each day worked without the required rest
25 breaks, a sum to be proven at trial, as well as the assessment of any statutory penalties against
26 Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.

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FIFTH CAUSE OF ACTION
FAILURE TO PAY VACATION WAGES
(Against All Defendants)

74. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

75. Pursuant to California Labor Code § 227.3, whenever a contract of employment or employment policy provides for paid vacation and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with said contract of employment or policy respecting eligibility or time served.

76. Defendants paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of remuneration in the regular rate of pay upon which vacation wages were calculated and paid.

77. Therefore, pursuant to, Plaintiff and Employees seek to recover penalties pursuant to Labor Code § 227.3.

SIXTH CAUSE OF ACTION
FAILURE TO COMPLY WITH LABOR CODE § 245 *ET SEQ.* AND 246
(Against All Defendants)

78. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

79. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time to Employees, including at the amount, terms, and rate of compensation set forth in said law. At times relevant, Defendants have failed compute the amount due for paid sick time in conformance with the pay calculation under California Labor Code § 246(l).

80. Defendants paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of remuneration in the regular rate of pay upon which sick pay was calculated and paid. Rather than calculating the amount of paid sick time due when sick time is used according to the

1 requirements set forth in California Labor Code § 246(1), Defendants paid sick leave to
2 Employees at a lower rate, in violation of the law.

3 81. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
4 Code § 245 *et seq.* and §§ 245 *et seq.* and 246.

5 **SEVENTH CAUSE OF ACTION**
6 **VIOLATION OF LABOR CODE § 226(a)**
7 **(Against All Defendants)**

8 82. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth
9 in full herein.

10 83. California Labor Code § 226(a) requires an employer to furnish each of his or her
11 employees with an accurate, itemized statement in writing showing the gross and net earnings,
12 total hours worked, and the corresponding number of hours worked at each hourly rate; these
13 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
14 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
15 statements may be given to the employee separately from the payment of wages; in either case
16 the employer must give the employee these statements twice a month or each time wages are
17 paid.

18 84. Defendants failed to provide Plaintiff and the similarly situated Employee Class
19 members with accurate itemized wage statements in writing, as required by the Labor Code and
20 paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements given to
21 Employees, by Defendants, failed to include the above requirements enumerated above.
22 Employees' wage statements did not include: the total hours worked in violation of Labor
23 Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the
24 pay period and the corresponding number of hours worked at each such rate in violation of Labor
25 Code § 226 (a)(9).

26 85. Throughout the liability period, Defendants intentionally failed to furnish to
27 Plaintiff and the Class members, upon each payment of wages, itemized statements accurately
28 showing: (1) gross wages earned, (2) total hours worked by the employee, (4) all deductions, (5)

1 net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
2 name of the employee and only the last four digits of his or her social security number or an
3 employee identification number other than a social security number, (8) the name and address of
4 the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay
5 period and the corresponding number of hours worked at each hourly rate by the employee
6 pursuant to Labor Code § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst
7 other statutory requirements. Defendants knowingly and intentionally failed to provide Plaintiff
8 and the Class members with such timely and accurate wage and hour statements. Defendant IES
9 Communications is the company name listed on the wage statement. The address of Defendant
10 IES Communications, is set forth incorrectly on the wage statement as 2801 S. Fair Ln, Tempe,
11 AZ 85282. The correct address, according to the California Secretary of State website is 2
12 Riverway, Ste 1730 Laverne Szczepanski, Houston, TX 77056.

13 86. Plaintiff and the Class members suffered injury as a result of Defendants'
14 knowing and intentional failure to provide them with the wage and hour statements as required
15 by law and are presumed to have suffered injury and entitled to penalties under Labor Code §
16 226(e), as the Defendants have failed to provide an accurate wage statement, failed to provide
17 accurate and complete information as required by any one or more of items Labor Code § 226
18 (a)(1) to (9), inclusive, and the Plaintiff and Class members cannot promptly and easily
19 determine from the wage statement alone one or more of the following: (i) The amount of the
20 gross wages or net wages paid to the employee during the pay period or any of the other
21 information required to be provided on the itemized wage statement pursuant to items (2) to (4),
22 inclusive, (6), and (9) of subdivision (a), (ii) Which deductions the employer made from gross
23 wages to determine the net wages paid to the employee during the pay period, (iii) The name
24 and address of the employer and, (iv) The name of the employee and only the last four digits of
25 his or her social security number or an employee identification number other than a social
26 security number. For purposes of Labor Code § 226(e) "promptly and easily determine" means
27 a reasonable person [i.e. an objective standard] would be able to readily ascertain the
28 information without reference to other documents or information.

87. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers are required “to pay each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Plaintiff and the Class members may therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph 4(B) and paragraph 20 of the applicable IWC Wage Orders.

88. Therefore, as a direct and proximate cause of Defendants' violation of Labor Code § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the Class suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

89. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable IWC Wage Order, Plaintiff and the Employee Class members are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000) under Section 226(e). They are also entitled to an award of costs and reasonable attorneys' fees.

EIGHTH CAUSE OF ACTION
VIOLATION OF LABOR CODE §§ 201.3 and 204
(Against All Defendants)

90. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

91. Labor Code § 204 instructs that: “All wages, ...earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the

1 month during which the labor was performed, and labor performed between the 16th and the last
2 day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the
3 following month.” Additionally, the requirements of this section shall be deemed satisfied by the
4 payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more
5 than seven calendar days following the close of the payroll period.” As detailed above,
6 Defendants maintained a consistently applied policy and practice of not paying all wages earned
7 between the 1st and 15th days of a month between the 16th and 26th day and failed to pay all
8 wages earned between the 16th and the last day of the month between the 1st and 10th day of the
9 following month. Defendants similarly failed to pay all wages earned by not more than seven
10 calendar days following the close of the payroll period.

11 92. All wages due and owing to Plaintiff and the Class members, including as
12 required under Labor Code § 510, were therefore not timely paid by Defendants. Additionally,
13 wages required by Labor Code § 1194 and other sections became due and payable to each
14 employee in each pay period that he or she was not provided with a meal period or rest period or
15 paid straight or overtime wages to which he or she was entitled.

16 93. Defendants violated Labor Code § 204 by systematically refusing to timely pay
17 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the
18 applicable IWC Wage Orders, employers are required “to pay each employee, on the established
19 payday for the period involved, not less than the applicable minimum wage for all hours worked
20 in the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for
21 longer hours than those fixed by the order or under conditions of labor prohibited by the order is
22 unlawful.” Plaintiff and the Class members may therefore pursue damages and penalties for
23 violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders,
24 including penalties under paragraph 20 of the applicable IWC Wage Orders.

25 94. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to
26 represent have been deprived of wages in amounts to be determined at trial, and they are entitled
27 to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs,
28 pursuant to Labor Code § 204, 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the

1 applicable IWC Wage Orders.

2 **NINTH CAUSE OF ACTION**
3 **VIOLATION OF LABOR CODE § 203**
4 **(Against All Defendants)**

5 95. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth
6 in full herein.

7 96. Plaintiff and numerous Class members are no longer employed by Defendants;
8 they either quit Defendants' employ or were fired therefrom.

9 97. Defendants failed to pay these Employees all wages due and certain at the time of
10 termination or within seventy-two hours of resignation.

11 98. The wages withheld from these Employees by Defendants remained due and
12 owing for more than thirty days from the date of separation from employment. Additionally,
13 Defendants failed to pay Plaintiff her final check at the time of her termination.

14 99. Defendants thus failed to pay Plaintiff and the Class members without abatement,
15 all wages as defined by applicable California law. Among other things, these Employees were
16 not paid all regular and overtime wages, including by Defendants failing to pay for all hours
17 worked or requiring off the clock work or by unlawfully under-recording time entries to the
18 detriment of Employees, and Defendants failed to pay premium wages owed for unprovided
19 meal periods and rest periods, as further detailed in this Complaint. Defendants' failure to pay
20 said wages within the required time was willful within the meaning of Labor Code § 203.

21 100. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders,
22 employers are required "to pay each employee, on the established payday for the period
23 involved, not less than the applicable minimum wage for all hours worked in the payroll period,
24 ..." Under Labor Code § 1198, "[t]he employment of any employee for longer hours than those
25 fixed by the order or under conditions of labor prohibited by the order is unlawful." Plaintiff and
26 the Class members may therefore pursue damages and penalties for violations of Labor Code §
27 203 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under
28 paragraph 20 of the applicable IWC Wage Orders. Additionally, under Labor Code § 1199(a)-

1 (c), it is a misdemeanor and Defendants are subject to a fine of not less than \$100 for causing
2 Employees “to work for longer hours than those fixed, or under conditions of labor prohibited by
3 an order of the commission” or if the employer pays “a wage less than the minimum fixed by an
4 order of the commission” or “violates...any provision of this chapter or any order or ruling of the
5 commission.”

6 Defendants’ failure to pay wages, as alleged, entitles Plaintiff and these former Employee Class
7 members to penalties under Labor Code § 203 and the applicable paragraphs of the IWC Wage
8 Orders as addressed above, including the requirement that an employee’s wages shall continue
9 until paid for up to thirty (30) days from the date they were due.

10 **TENTH CAUSE OF ACTION**

11 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS, LABOR CODE §§ 1174, 1174.5**

12 **(Against All Defendants)**

13 101. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth
14 in full herein.

15 102. California Labor Code § 1174 requires that all employers shall keep accurate time
16 and wage records for all employees. California Labor Code § 1174.5 further requires that any
17 employee suffering injury due to a willful violation of the aforementioned obligations may seek
18 damages, including civil penalties, from the employer.

19 103. During the course of Plaintiff’s and Employees’ employment, Defendants
20 consistently failed to maintain accurate time and wage records for Plaintiff and Class Members
21 as required by California Labor Code § 1174 by failing to pay them proper wages, overtime, and
22 premium pay as discussed above and failing to document and pay for actual hours worked.

23 104. Defendants are also required by the California Labor Code § 1198 and the
24 applicable Wage Order to maintain a tracking system that accurately records the times during
25 which Employees work.

26 105. Defendants have maintained a common unlawful policy and practice of failing to
27 accurately record all hours worked and all meal period start and end times.

28 106. Defendants’ failure to pay wages, as alleged above, was willful in that Defendants

1 knew wages to be due but failed to pay them.

2 107. Accordingly, Defendants are liable for civil penalties pursuant to the California
3 Labor Code including § 1174.5, for the three years prior to the filing of this Complaint.

4 **ELEVENTH CAUSE OF ACTION**

5 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES, LABOR CODE § 2802**

6 **(Against All Defendants)**

7 108. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
8 herein.

9 109. Labor Code section 2802(a) states: “An employer shall indemnify his or her
10 employee for all necessary expenditures or losses incurred by the employee in direct
11 consequence of the discharge of his or her duties, or of his or her obedience to the
12 directions of the employer, even though unlawful, unless the employee, at the time of
13 obeying the directions, believed them to be unlawful.” Additionally, Defendants have
14 regularly required Plaintiff and the Expense Reimbursement Class members to incur necessary
15 business expenses in the course of performing their required job duties without reimbursement.
16 These included the cost of cellphone usage, vehicle mileage and fuel, tools, equipment, uniform
17 maintenance, and daily protective gear maintenance, and home internet usage. Plaintiff and class
18 members were also required to respond to text messages and calls from management while both
19 on and off the clock. Plaintiff and Reimbursement Class members must be reimbursed for these
20 necessary business expenses under Labor Code § 2802, and Defendants systematically failed to
21 do so.

22 110. Accordingly, Plaintiff and Expense Reimbursement Class members are entitled to
23 restitution for all unpaid amounts due and owing to within four (4) years of the date of the filing
24 of the Complaint and until the date of entry of judgment.

25 111. Plaintiff, on behalf of himself, and Expense Reimbursement Class members, seeks
26 interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys’ fees
27 and costs pursuant to Code of Civil Procedure section 1021.5.

28 //

1 **TWELFTH CAUSE OF ACTION**

2 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

3 **(Against All Defendants)**

4 112. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth
5 in full herein. Plaintiff, on behalf of himself, the Employees in the Class, and the general public,
6 brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of
7 Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and
8 harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting
9 the public interest within the meaning of Code of Civil Procedure § 1021.5.

10 113. Plaintiff is a “person” within the meaning of Business & Professions Code
11 § 17204, has suffered injury, and therefore has standing to bring this cause of action for
12 injunctive relief, restitution, and other appropriate equitable relief.

13 114. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
14 business practices. By the conduct alleged herein, Defendants’ practices were deceptive and
15 fraudulent in that Defendants’ policy and practice failed to provide the required amount of
16 compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiff and
17 Class members for all hours worked, due to systematic business practices as alleged herein that
18 cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare
19 Commission requirements in violation of California Business and Professions Code §§ 17200, *et*
20 *seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California
21 Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

22 115. Wage-and-hour laws express fundamental public policies. Paying employees their
23 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental
24 public policies of California. Labor Code § 90.5(a) articulates the public policies of this State
25 vigorously to enforce minimum labor standards, to ensure that employees are not required or
26 permitted to work under substandard and unlawful conditions, and to protect law-abiding
27 employers and their employees from competitors who lower costs to themselves by failing to
28 comply with minimum labor standards.

1 116. Defendants have violated statutes and public policies. Through the conduct
2 alleged in this Complaint Defendants have acted contrary to these public policies, have violated
3 specific provisions of the Labor Code, and have engaged in other unlawful and unfair business
4 practices in violation of Business & Professions Code § 17200 *et seq.*; which conduct has
5 deprived Plaintiff, and all persons similarly situated, and all interested persons, of the rights,
6 benefits, and privileges guaranteed to all employees under the law.

7 117. Defendants' conduct, as alleged above, constitutes unfair competition in violation
8 of the Business & Professions Code § 17200 *et seq.*

9 118. By engaging in the conduct herein alleged, by failing to pay wages and overtime,
10 failing to provide meal periods and rest breaks, etc., Defendants either knew or in the exercise of
11 reasonable care should have known that their conduct was unlawful; therefore, their conduct
12 violates the Business & Professions Code § 17200 *et seq.*

13 119. By the conduct alleged herein, Defendants have engaged and continue to engage
14 in a business practice which violates California and federal law, including but not limited to, the
15 applicable Industrial Wage Order(s), the California Code of Regulations, and the California
16 Labor Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this
17 Court should issue declaratory and other equitable relief pursuant to California Business &
18 Professions Code § 17203 as may be necessary to prevent and remedy the conduct held to
19 constitute unfair competition, including restitution of wages wrongfully withheld.

20 120. As a proximate result of the above-mentioned acts of Defendants, Employees
21 have been damaged, in a sum to be proven at trial.

22 121. Unless restrained by this Court Defendants will continue to engage in such
23 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
24 should make such orders or judgments, including the appointment of a receiver, as may be
25 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
26 deceptive practice prohibited by the Business & Professions Code, including but not limited to
27 the disgorgement of such profits as may be necessary to restore Employees to the money
28 Defendants have unlawfully failed to pay.

THIRTEENTH CAUSE OF ACTION
PENALTIES PURSUANT TO LABOR CODE § 2698, *ET SEQ.*
(Against All Defendants)

122. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in full herein.

123. Plaintiff and the Employees in the Class are also aggrieved employees as defined under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and either were or are employed by Defendants (“Aggrieved Employees”) during the relevant time period.

124. In failing to pay Aggrieved Employees minimum wages and overtime, not providing proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders.

125. As such, Employees seek wages and penalties under Labor Code §§ 2698 and 2699 for Defendants’ violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, inter alia, on the following California Labor Code sections: 201, 202, 203, 204, 206.5, 226, 226.2, 226.7, 432.5, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2698 et seq.

126. More specifically, after complying with the notice procedures of Labor Code § 2699.3, Plaintiff asserts, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above-addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions, including as follows:

(a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all

1 earned regular pay and minimum wages for regular hours worked and for failure to pay overtime
2 premium wages for overtime hours worked under Labor Code §§ 226.2, 510, 1194(a), 1197, and
3 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s)
4 seeking all civil and statutory penalties available and applicable, and wages, under Labor Code
5 §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs
6 pursuant to Labor Code § 2699(g)(1);

7 (b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved
8 Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to
9 take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under
10 Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC
11 Wage Order(s) seeking all civil and statutory penalties available and applicable, including under
12 paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512,
13 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs
14 pursuant to Labor Code § 2699(g)(1);

15 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to
16 provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and
17 failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor
18 Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage
19 Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor
20 Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable
21 IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).
22 More specifically, by providing inaccurate wage statements and failing to maintain records as
23 required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to
24 civil penalties under Labor Code §226.3, which in addition to other penalties provided by law,
25 subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee
26 per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
27 violation in a subsequent citation, ...";

28 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including

1 at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203,
2 204, 226.2, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable, and
3 wages, under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and
4 paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant
5 to Labor Code § 2699(g)(1);

6
7 (e) Failure to Reimburse Business Expenses: For Defendants' failure to reimburse
8 the necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198, and
9 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil
10 penalties available and applicable under Labor Code §§ 1197, 1197.1, 1198, 2802, 2699.5, and
11 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs
12 pursuant to Labor Code § 2699(g)(1);

13
14 (f) Failure to Provide Paid Sick Days: For Defendants' failure to provide Employees
15 with all their required and earned sick days in violation of Labor Code §§ 245 *et seq.* and 246
16 the civil and statutory penalties available and applicable under Labor Code §§ 245 *et seq.* and
17 246, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also for attorneys' fees and
18 costs pursuant to Labor Code § 2699(g)(1);

19
20 (g) Failure to Pay Vacation Wages: For Defendants' failure to provide Employees
21 with all their vacation days in violation of Labor Code § 227.3 and seeking the civil and statutory
22 penalties available and applicable under Labor Code § 227.3, 1194.2, 1197.1, 1198, 1199,
23 2699.3(b), and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code §
24 2699(g)(1); and

25 (h) All Alleged Violations of the IWC Wage Orders and Other Labor Code
26 Sections: For any above addressed violation of the applicable provisions of the IWC Wage
27 Orders, each of which constitute separate violations of Labor Code § 1198 and Labor Code §
28 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and

1 paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to
2 Labor Code § 2699(g)(1).

3 127. As also addressed above, Plaintiff, on behalf of the Aggrieved Employees, also
4 seeks the penalties and remedies set forth in Labor Code § 558, which states:

5 (a) Any employer or other person acting on behalf of an employer who violates, or
6 causes to be violated, a section of this chapter or any provision regulating hours and days of work
7 in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

8 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period
9 for which the employee was underpaid in addition to an amount sufficient to recover underpaid
10 wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
11 employee for each pay period for which the employee was underpaid in addition to an amount
12 sufficient to recover underpaid wages...
13

14 (b) If upon inspection or investigation the Labor Commissioner determines that a
15 person had paid or caused to be paid a wage for overtime work in violation of any provision of
16 this chapter, or any provision regulating hours and days of work in any order of the Industrial
17 Welfare Commission, the Labor Commissioner may issue a citation. The procedures for issuing,
18 contesting, and enforcing judgments for citations or civil penalties issued by the Labor
19 Commissioner for a violation of this chapter shall be the same as those set out in Section 1197.1.
20

21 (c) The civil penalties provided for in this section are in addition to any other civil or
22 criminal penalty provided by law.
23

24 128. Plaintiff has exhausted his administrative remedies by submitting a certified letter
25 to the LWDA and Defendants on May 12, 2025 (LWDA-CM-1098155-25) addressing in detail
26 the specific provisions of the Labor Code Defendants have violated and addressing the facts and
27 legal theories to support the alleged violations and requested penalties. The LWDA has not
28 provided notice of its intent to investigate the alleged violations within 65 calendar days of the

1 postmark date of the letter, and Plaintiff adds this claim seeking penalties under the PAGA for
2 the violations addressed herein and in the PAGA Notice letter and the original Complaint.

3 **RELIEF REQUESTED**

4 WHEREFORE, Plaintiff prays for the following relief:

- 5 1. For an order certifying this action as a class action;
- 6 2. For compensatory damages in the amount of the unpaid minimum wages for work
7 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
8 the filing of this action, as may be proven;
- 9 3. For liquidated damages in the amount equal to the unpaid minimum wage and
10 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 11 4. For compensatory damages in the amount of all unpaid wages, including overtime
12 and double-time pay, as may be proven;
- 13 5. For compensatory damages in the amount of the hourly wage made by Employees
14 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
15 years prior to the filing of this action, as may be proven;
- 16 6. For compensatory damages in the amount of the hourly wage made by Employees
17 for each day requisite rest breaks were not provided or were deficiently provided where no
18 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as
19 may be proven;
- 20 7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 21 8. For restitution and/or damages and penalties for Defendants' failure to pay all
22 wages due twice monthly under Labor Code § 204, as may be proven;
- 23 9. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
24 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 25 10. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven;
- 26 11. For penalties pursuant to Labor Code § 227.3, as may be proven;
- 27 12. For penalties pursuant to Labor Code § 1174.5, as may be proven;
- 28 13. For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;

- 1 14. For restitution for unfair competition pursuant to Business & Professions Code
2 § 17200 *et seq.*, including disgorgement or profits, as may be proven;
- 3 15. For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;
- 4 16. For penalties under Labor Code § 558, as may be proven;
- 5 17. For an order enjoining Defendants and their agents, servants, and employees, and
6 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
7 duties adumbrated in this Complaint;
- 8 18. For other wages and penalties under the Labor Code as may be proven;
- 9 19. For all general, special, and incidental damages as may be proven;
- 10 20. For an award of pre-judgment and post-judgment interest;
- 11 21. For an award providing for the payment of the costs of this suit;
- 12 22. For an award of attorneys' fees; and
- 13 23. For such other and further relief as this Court may deem proper and just.

14 DATED: July 16, 2025

D.LAW, INC.

15 By 
16 _____

David Yermian
Roman Shkodnik

Jean Hopkins Power

Attorneys for Plaintiff Anthony Albert Garcia
and the putative class

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

DATED: July 16, 2025

D.LAW, INC.

By 
David Veremian
Roman Shkodnik
Jean Hopkins Power
Attorneys for Plaintiff Anthony Albert Garcia
and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd., Suite 840, Glendale, CA 91203.

Amy S. Williams, (SBN 228853)
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CDF LABOR LAW LLP
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 Irvine, CA 92612

[X] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

[X] COURTESY COPY BY ELECTRONIC TRANSMISSION) by use of email by scanning the documents and any and all documents and emailing them to email addresses above.

[] (BY OVERNIGHT DELIVERY) I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 16, 2025, at Glendale, California.


Katheryn Perez