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FILED
 Superior Court of California
 County of Los Angeles

05/11/2026

David W. Slayton, Executive Officer / Clerk of Court

By: M. Strano Deputy

Attorneys for Plaintiff, on a representative basis and on behalf of all others similarly situated

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

PHILIP PAUL, individually, on a
 representative basis, and on behalf of all
 others similarly situated;

Plaintiff,

vs.

KNEEDLER FAUCHERE SOUTHERN
 CALIFORNIA, a California Corporation;
 GREGORIUS/PINEO, INC., a California
 Corporation; and DOES 1 through 20,
 inclusive;

Defendants.

Case No.: 25STCV15030

*Assigned to Hon. [Assigned to Hon. David S.
 Cunningham, III, Dept 11, for all purposes]*

FIRST AMENDED COMPLAINT

CLASS ACTION CLAIMS

- (1) Failure to Pay Minimum Wages;
- (2) Failure to Pay for Rest Periods and Nonproductive Time;
- (3) Failure to Pay Overtime Wages;
- (4) Failure to Provide Meal Periods;
- (5) Failure to Provide Rest Breaks;
- (6) Failure to Reimburse Bus. Expenses;
- (7) Failure to Pay Vested Vacation;
- (8) Failure to Timely Pay Final Wages;
- (9) Failure to Provide Accurate Itemized Wage Statements; and
- (10) Unfair and Unlawful Competition;

PAGA CLAIMS

- (11) Failure to Pay Minimum Wages;
- (12) Failure to Pay for Rest Periods and Nonproductive Time;
- (13) Failure to Pay Overtime Wages;
- (14) Failure to Provide Meal Periods;
- (15) Failure to Provide Rest Breaks;
- (16) Failure to Reimburse Bus. Expenses;
- (17) Failure to Pay Vested Vacation;
- (18) Failure to Timely Pay Final Wages; and
- (19) Failure to Provide Accurate Itemized Wage Statements

JURY TRIAL DEMANDED

1 Plaintiff Philip Paul (“Plaintiff”) on behalf of himself, on a representative basis, and on
2 behalf of others similarly situated, complains and alleges as follows.

3 **I. INTRODUCTION AND GENERAL ALLEGATIONS**

4 1. Plaintiff brings this action against his former employer(s), Kneedler Fauchere
5 Southern California, Gregorius/Pineo, Inc., and DOES 1 through 20, inclusive, (collectively,
6 “Defendants”) on behalf of all current and former nonexempt employees employed by
7 Defendants in California (the “Class” or “Represented Employees”), for Labor Code violations
8 stemming from Defendants’ failure to pay all wages owed, including minimum, regular, and
9 overtime wages, failure to pay for rest periods and other nonproductive time, failure to provide
10 meal periods, failure to provide rest breaks, failure to reimburse business expenses, failure to pay
11 vested vacation, failure to timely pay wages upon separation of employment, and failure to
12 provide accurate itemized wage statements.

13 2. Plaintiff was employed by Defendants from approximately October 2021 through
14 October 2024.

15 3. Plaintiff alleges on information and belief that the Represented Employees were
16 subjected to the same policies, working conditions, and corresponding wage and hour violations
17 to which Plaintiff was subjected during employment.

18 4. Plaintiff and the Represented employees often worked more than 8 hours per day
19 and/or 40 hours per week but did not receive all required overtime compensation on such
20 occasions. Also, at all relevant times, Plaintiff and the Represented employees were
21 compensated on an hourly basis plus additional earned compensation (including commissions
22 and bonuses). However, on the occasions when the Represented employees worked overtime
23 hours and received additional earned compensation during the same workweek, Defendants
24 failed to properly include these amounts in the calculations for the regular rate of pay – in
25 violation of California law and which led to the failure to pay proper overtime. Further,
26 Defendants failed to pay doubletime wages on shifts lasting more than 12 hours.

27 5. Defendants also utilized a rounding policy and practice that routinely
28 undercompensated Plaintiff and resulted in a net benefit to Defendants and a net loss for

1 Plaintiff. In other words, Defendants’ rounding policy is not neutral and results in systematic
2 undercompensation for the Represented employees, in violation of California law. *See’s Candy*
3 *Shops, Inc. v. Superior Court* (2012) 210 Cal.App.4th 889, 903 (rounding policy is illegal where
4 it is not “neutral, both facially and as applied”). Moreover, all underpayments caused by this
5 rounding policy violate California law and lead to minimum, regular, and overtime wage
6 violations under *Camp v. Home Depot U.S.A. Inc.*, (2022) 84 Cal. App. 5th 638, 660 (if an
7 employer “can capture and has captured the exact time an employee has worked during a shift,
8 the employer must pay the employee for ‘all the time’ worked”).

9 6. Additionally, Defendants paid employees on a piece-rate and/or commission
10 basis, but failed to pay separate hourly compensation at no less than the minimum wage for
11 nonproductive time where commission and piece-rate wages could not be earned, such as
12 preparatory/post work, meetings, maintenance/downtime, cleanup, scheduling, and for rest and
13 recovery periods. Also, the piece-rate and/or commission plan paid to Plaintiff and the
14 Represented Employees often resulted in a payment of wages at less than the required California
15 minimum wage for all hours worked. Thus, Defendants’ pay policy violated California law by
16 failing to provide separate hourly compensation to piece-rate and commission employees for rest
17 and recovery periods and other nonproductive time.

18 7. Furthermore, Plaintiff and the Represented Employees were not provided proper
19 minimum and overtime wages due to the Defendants’ failure to accurately record and
20 compensate for all hours worked, which led to frequent and reoccurring unpaid compensable
21 time. For example, the Defendants frequently required Plaintiff and the Represented Employees
22 to perform pre- and post-shift work without recording such time – leading to unpaid wages –
23 such as when being required by the Defendants to conduct off-the-clock work tasks such as
24 composing and sending emails outside of work hours. These practices violate California law.
25 *Troester v. Starbucks Corporation* (2018) 5 Cal.5th 829 (California law “do[es] not allow
26 employers to require employees to routinely work for minutes off the clock without
27 compensation”); *Frlekin v. Apple Inc.* (2020) 8 Cal.5th 1038 (tasks are compensable when
28 employee is under company’s control and where the tasks served the employer’s interests).

1 8. Plaintiff and the Represented Employees were also denied compliant 30-minute
2 off-duty meal periods, as mandated by California law. As a result of Defendants' policies and
3 practices, the Represented Employees were subjected to meal period violations when they were:
4 (1) unable to take a meal period due to workload, (2) forced to take a meal period after the 5th
5 hour of work, and (3) not provided mandated second meal periods for shifts in excess of 10
6 hours. Plaintiff and the Represented Employees could not functionally take uninterrupted meal
7 periods due to the task demands from Defendants. Defendants discouraged employees from
8 taking proper meal periods, which often resulted in Plaintiff and other similarly situated
9 employees staying on the premises and otherwise not exercising their right to leave the
10 workplace, and taking short lunches, if any lunch was provided at all. Moreover, Defendants
11 failed to record or keep accurate information regarding when Plaintiff and the Represented
12 Employees took their meal periods, in violation of the applicable IWC Wage Order § 7(A)(3).

13 9. Defendants also failed to provide Plaintiff with 10 minutes of net rest break time
14 for every 4 hours worked, or major fraction thereof, as mandated by California law. Defendants
15 did not schedule Plaintiff's rest breaks and Plaintiff was often not authorized and/or permitted to
16 take mandated rest breaks due to being overwhelmed by his hectic workload. Furthermore, on
17 occasions when Plaintiff worked in excess of 10 hours in a shift, Defendants failed to authorize
18 and/or permit a third mandated rest break. Furthermore, employees working on a piece-rate or
19 commission-only basis were not compensated for rest breaks. The Represented Employees could
20 not earn income during a rest break since they could not simultaneously rest and perform
21 commission and/or piece-rate work. This violates California law, which requires employers
22 paying on a commission and/or piece-rate basis to provide separate hourly compensation for
23 mandated paid rest breaks. See e.g. Labor Code § 226.2; *Bluford v. Safeway Stores, Inc.* (2013)
24 216 Cal.App.4th 864, 872 (employers are required to separately compensate employees for paid
25 rest periods where the employer uses an "activity-based compensation system" that does not
26 directly compensate for rest periods).

27 10. Also, at all relevant times, Defendants utilized a policy and practice through
28 which Plaintiff and the Represented Employees accrued vacation and/or paid time off hours

1 (collectively, “vacation hours”). California law, specifically Labor Code § 227.3, requires
2 Defendants to pay all accrued and unused vacation hours upon separation of employment at the
3 final rate of pay. However, Defendants’ policy and practice violated Labor Code § 227.3, as
4 detailed below.

5 11. Defendants also failed to comply with the mandates of Labor Code §§ 204 and
6 210 regarding the timing of the payment of wages to their employees each period, including
7 minimum and overtime wages, as well as meal and rest period premiums. Also, Defendants
8 failed to comply with the mandates of Labor Code §§ 201–203 regarding timing of payment of
9 final wages and failed to pay all wages due and owing upon separation of employment including
10 minimum wages, overtime, meal and rest break premiums, and Defendants further failed to pay
11 the Represented Employees for mandated sick time at a rate “calculated in the same manner as
12 the regular rate of pay.”

13 12. Moreover, at all relevant times, Defendants required Plaintiff and the Represented
14 Employees to incur necessary business-related expenses and costs without reimbursement,
15 including, but not limited to, home internet for remote work and home office equipment costs,
16 yet Defendants did not reimburse the Represented Employees for such expenses.

17 13. Plaintiff further alleges that Defendants provided Plaintiff and the Represented
18 Employees with inaccurate and incomplete wage statements that failed to accurately state all
19 necessary items required under Labor Code § 226(a), including failing to accurately state gross
20 wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect
21 during the pay period and the corresponding number of hours worked at each hourly rate by the
22 employee.

23 14. Plaintiff alleges that Defendants’ violations of the wage and hour components of
24 the Labor Code and IWC Wage Orders enabled them to decrease expenses and to increase their
25 level of productivity and profits, thereby allowing Defendants to gain an unfair advantage over
26 their competitors.

27 15. At all material times, Defendants and DOES 1 through 20 were and/or are the
28 Represented Employees’ employers or persons acting on behalf of the Represented Employees’

1 employer, within the meaning of California Labor Code § 558, who violated or caused to be
2 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating
3 hours and days of work in an IWC Wage Order and, as such, are subject to penalties for each
4 underpaid employee as set forth in Labor Code § 558 and under California law.

5 16. Plaintiff alleges that he worked under the joint direction and control of the
6 Defendants and is informed and believes that each of them acted in all respects pertinent to this
7 action as the agent of the others, carried out a joint scheme, business plan or policy in all respect
8 pertinent hereto, and the acts of each are legally attributable to the others. On information and
9 belief, a unity of interest and ownership between each exists such that the Defendants acted as a
10 single employer of Plaintiff and the Represented Employees. Furthermore, on information and
11 belief, the Defendants are an integrated enterprise and should be treated as a single employer
12 because the Defendants share an interrelation of operations, with common human resources and
13 personnel policies and shared common offices and facilities. Upon information and belief, the
14 Defendants share common management, a centralized control of labor operations, and common
15 ownership or financial control.

16 17. At all material times, Defendants and DOES 1 through 20 were and/or are the
17 Represented Employees' employers or persons acting on behalf of the Represented Employees'
18 employer, within the meaning of California Labor Code § 558, who violated or caused to be
19 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating
20 hours and days of work in an IWC Wage Order and, as such, are subject to penalties for each
21 underpaid employee as set forth in Labor Code § 558 and under California law.

22 18. Plaintiff brings this lawsuit seeking declaratory, equitable, and monetary relief
23 against Defendants and each of them, on behalf of himself and the Represented Employees to
24 recover, among other things, unpaid wages and benefits, interest, attorneys' fees, penalties, costs
25 and expenses pursuant to California Labor Code §§ 200, 201, 202, 203, 204, 208, 210, 218.6,
26 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and
27 2802, among possibly other sections inadvertently omitted. Plaintiff also reserves the right to
28 name additional representatives throughout the State of California.

1 **II. JURISDICTION**

2 19. This Court has jurisdiction over the claims for relief of Plaintiff and the
3 Represented Employees pursuant to the Labor Code and the IWC Wage Orders.

4 **III. VENUE**

5 20. Venue as to each Defendant is proper in this Court pursuant to Code of Civil
6 Procedure § 395(a). Defendants transact business in Los Angeles County and the unlawful acts
7 alleged herein have a direct effect on Plaintiff and the Represented Employees in Los Angeles
8 County. Furthermore, Defendants employed or employ Represented Employees in Los Angeles
9 County.

10 **IV. PARTIES**

11 **Plaintiff**

12 21. Plaintiff and Class Representative Philip Paul was employed by Defendants from
13 approximately October 2021 through October 2024.

14 **Defendants**

15 22. Plaintiff is informed and believes and thereon alleges that Defendant Kneedler
16 Fauchere Southern California is a California corporation authorized to and doing business in Los
17 Angeles County and is or was the legal employer of Plaintiff and the Represented Employees
18 during the applicable periods.

19 23. Plaintiff is informed and believes and thereon alleges that Gregorius/Pineo, Inc. is
20 a California corporation authorized to and doing business in Los Angeles County and is or was
21 the legal employer of Plaintiff and the Represented Employees during the applicable periods.

22 24. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
23 participation in the conduct herein alleged, of Defendants sued herein as DOES 1 through 20,
24 inclusive, but on information and belief alleges that those Defendants are legally responsible for
25 the payment of penalties and damages to Plaintiff and all Represented Employees by virtue of
26 Defendants' unlawful actions and practices and therefore sue these Defendants by such fictitious
27 names. Plaintiff will amend this complaint to allege the true names and capacities of the DOE
28 Defendants when ascertained.

1 25. Plaintiff is informed and believes and thereon alleges that he and the Represented
2 Employees worked under the joint direction and control of Defendants and that Defendants, and
3 each of them, acted in all respects pertinent to this action as the agent of the other Defendants,
4 carried out a joint scheme, business plan or policy in all respect pertinent hereto, and the acts of
5 each Defendant are legally attributable to the other Defendants. On information and belief, a
6 unity of interest and ownership between each Defendant exists such that all Defendants acted as
7 a single employer of Plaintiff and other Represented Employees.

8 26. Furthermore, Plaintiff is informed and believes and thereon alleges that
9 Defendants, and each of them, are an integrated enterprise and should be treated as a single
10 employer because these entities share an interrelation of operations, with common human
11 resources and personnel policies and shared common offices and facilities. Additionally,
12 Defendants also have a shared website, common management, a centralized control of labor
13 operations, and common ownership or financial control.

14 27. Plaintiff is informed and believes and thereon alleges that, in conducting
15 themselves in the manner described herein, Defendants, and each of them, were acting in active
16 concert with one another such that the acts of each were and are fully attributable to the others in
17 all material respects. Plaintiff is further informed and believes that at all relevant times
18 Defendants and each of them are now, and at all material times herein mentioned were, the
19 agents, servants, employees, partners, affiliates, and/or representatives of each of their remaining
20 co-Defendants, and were, at all times herein mentioned, acting within the course, scope, and
21 purpose of such relationship(s) and with the knowledge, consent and/or ratification of each of
22 their remaining co-Defendants.

23 28. Plaintiff is further informed and believes that at all relevant times, Defendants
24 have been inadequately capitalized to conduct business, have failed to follow appropriate
25 corporate formalities, and have simply been a shell and instrumentality through which
26 Defendants DOES 1 through 20, inclusive, have conducted their personal affairs. Accordingly,
27 the corporate veil should be pierced, and any liability attached to Defendants should be imposed
28 jointly and severally against Defendants DOES 1 through 20. Adherence to the fiction of the

1 separate existence of these corporate entities would permit abuse of the corporate privilege,
2 thereby sanctioning fraud and promoting injustice.

3 **V. CLASS ACTION ALLEGATIONS**

4 29. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
5 (the “Complaint”) as if fully alleged herein.

6 30. Plaintiff brings this action on behalf of himself and all others similarly situated as
7 a class action, pursuant to Code of Civil Procedure § 382.

8 31. The relevant time period for this class action is defined as the period beginning
9 four years prior to the filing of this action until class certification (the “Relevant Time Period”).

10 32. The Class, also referred to as the “Represented Employees,” that Plaintiff seeks to
11 represent is defined as follows:

12 All current and former nonexempt employees employed by
13 Defendants in California during the Relevant Time Period.

14 33. Plaintiff also seeks to represent the following subclasses:

15 **Commission and/or Piece-Rate Subclass**

16 All Represented Employees who were paid by Defendants
17 on a commission and/or piece-rate basis during the Relevant
18 Time Period.

19 **Meal Break Subclass**

20 All Represented Employees who worked a shift in excess of
21 5 hours during the Relevant Time Period.

22 **Rest Break Subclass**

23 All Represented Employees who worked a shift of at least
24 3.5 hours during the Relevant Time Period.

25 **Unreimbursed Expense Subclass**

26 All Represented Employees who were required to incur
27 expenses to discharge their duties for Defendants without
28 reimbursement during the Relevant Time Period.

1 **Vested Vacation Subclass**

2 All Represented Employees who had accrued but unused
3 vacation upon separation of employment during the period
4 four years before the filing of this action and ending when
5 final judgment is entered.

6 **Waiting Time Penalties Subclass**

7 All Represented Employees who separated from their
8 employment with Defendants during the period three years
9 before the filing of this action and ending when final
10 judgment is entered.

11 **Wage Statement Penalties Subclass**

12 All Represented Employees during the period one year
13 before the filing of this action and ending when final
14 judgment is entered.

15 34. Plaintiff reserves the right to amend or modify the class description with greater
16 specificity or further division into subclasses or limitation to particular issues as appropriate.

17 35. Plaintiff, as Class Representative, is a member of the class and subclasses that he
18 seeks to represent.

19 36. This action has been brought and may properly be maintained as a class action
20 under Code of Civil Procedure § 382 because there is a well-defined community of interest in the
21 litigation and the proposed class is easily ascertainable from Defendants' records.

22 37. **Numerosity:** The potential members of the Class as defined are so numerous that
23 a joinder of all Represented Employees is impracticable. Although the exact number is currently
24 unknown to Plaintiff, this information is easily ascertainable from Defendants' records.

25 38. **Commonality:** There are questions of law and fact common to the class which
26 predominate over any questions affecting only individual members of the class, including
27 without limitation:
28

1 i. Whether Defendants violated the California Labor Code and applicable
2 IWC Wage Order by failing to pay wages to Plaintiff and the Represented Employees for all
3 hours worked;

4 ii. Whether Defendants violated the California Labor Code and applicable
5 IWC Wage Order by failing to pay proper overtime wages to Plaintiff and the Represented
6 Employees for hours above 8 and/or 12 per day and/or 40 per week;

7 iii. Whether Defendants violated the California Labor Code and applicable
8 IWC Wage Order by paying the Represented Employees on a piece-rate and/or commission basis
9 yet not providing separate hourly compensation for rest periods and other nonproductive time;

10 iv. Whether Defendants violated the California Labor Code and applicable
11 IWC Wage Order by failing to provide compliant meal periods to Plaintiff and the Meal Break
12 Subclass and whether Defendants failed to compensate Plaintiff and the Meal Break Subclass
13 with one additional hour of wages at the regular rate of pay for each instance when a compliant
14 meal period was not provided;

15 v. Whether Defendants violated the California Labor Code and applicable
16 IWC Wage Order by failing to provide compliant rest breaks to Plaintiff and the Rest Break
17 Subclass and whether Defendants failed to compensate Plaintiff and the Rest Break Subclass
18 with one additional hour of wages at the regular rate of pay for each instance when a paid rest
19 break was not provided;

20 vi. Whether Defendants violated the Labor Code and applicable IWC Wage
21 Order by failing to reimburse Plaintiff and the Unreimbursed Expense Subclass for business
22 expenses incurred discharging their duties or in obedience to the directions of their employer;

23 vii. Whether Defendants violated the California Labor Code by failing to
24 compensate Plaintiff and the Vested Vacation Subclass for all accrued but unused vacation hours
25 upon separation of employment;

26 viii. Whether Defendants violated the California Labor Code by failing to
27 timely pay all wages due upon separation of employment between Defendants and Plaintiff and
28 the Waiting Time Penalties Subclass, whether such separation was voluntary or involuntary;

ix. Whether Defendants violated the California Labor Code by failing to provide Plaintiff and the Wage Statement Penalties Subclass with complete, accurate, itemized wage statements;

x. Whether Defendants violated California Business & Professions Code §§ 17200 *et seq.* due to the: failure to pay all wages owed, failure to provide mandated paid rest breaks, failure to provide mandated meal periods, failure to pay all vested vacation, failure to reimburse business expenses, and failure to timely pay final wages; and

xi. Whether Plaintiff and Represented Employees are entitled to equitable relief pursuant to California Business & Professions Code §§ 17200 *et seq.*

39. **Typicality:** Plaintiff's claims, as the Class Representative, are typical of the claims of The Class. Plaintiff, like other members of The Class, was subjected to Defendants' ongoing Labor Code and Wage Order violations including pertaining to the failure to pay all wages owed, failure to provide mandated meal periods and rest breaks, failure to pay vested vacation, failure to reimburse business expenses, failure to timely pay wages upon separation of employment, and failure to provide accurate itemized wage statements.

40. **Adequacy of Representation.** Plaintiff, as the Class Representative, will fairly and adequately represent and protect the interests of the Class. Plaintiff's interests are not in conflict with those of the Class. Class Representative's counsel are competent and experienced in litigating large employment class actions and other complex litigation matters, including cases like this case.

41. **Superiority of Class Action.** Class certification is appropriate because a class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Represented Employees is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each Represented Employee has been damaged and is entitled to recovery by reason of Defendants' illegal policies and practices set forth above. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY MINIMUM WAGES**

3 (Labor Code §§ 200, 1194, 1194.2, 1197; IWC Wage Order § 4)

4 *Plaintiff and the Represented Employees Against All Defendants*

5 42. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
6 alleged herein.

7 43. Plaintiff and the Represented Employees were not exempt from the requirement
8 to be paid at least the applicable California minimum wage throughout the statutory period for
9 each hour worked.

10 44. Here, Plaintiff and the Represented Parties were not paid all required minimum
11 and regular wages due to Defendants' policies and practices as alleged herein.

12 45. Consequently, Defendants violated California Labor Code laws and minimum
13 wage laws, *inter alia*, Labor Code §§ 200, 221, 222, 223, 1197, the applicable IWC Wage Order
14 § 4, and Cal. Code Regs., tit. 8, section 11090, subds. 1 and 4(B).

15 46. Plaintiff is informed and believes and thereon alleges that Defendants
16 intentionally, willfully, and improperly failed to pay wages to Plaintiff and the Represented
17 Employees for each hour worked in violation of Labor Code §§ 221-223, 1194 and 1197.

18 47. Defendants' conduct was willful, as Defendants knew that Plaintiff and the
19 Represented Employees were entitled to be paid wages throughout the statutory period for each
20 hour worked, including proper minimum and regular wages, yet Defendants chose not to pay
21 them in accordance thereto.

22 48. At all material times, Defendants DOES 1 through 20 were and/or are the
23 employer of Plaintiff and the Represented Employees or were persons acting on behalf of said
24 employer(s), within the meaning of California Labor Code § 558, who violated or caused to be
25 violated Labor Code § 204 and a provision or provisions of Part 2, Chapter 1 of the California
26 Labor Code regulating hours and days of work respectively.

27 49. During employment of Plaintiff and the Represented Employees, Defendants
28 failed to pay them all wages to which they were entitled, thereby receiving an economic benefit.

1 50. As a result of the Defendants' wrongful conduct, Plaintiff and the Represented
2 Employees have been damaged in amounts to be proven at trial.

3 51. Plaintiff, on behalf of himself and the Represented Employees, seeks recovery of
4 all unpaid minimum wages, liquidated damages, penalties, interest, attorneys' fees and costs of
5 suit, pursuant to Labor Code §§ 1194 and 1194.2, against Defendants in an amount to be proven
6 at trial.

7 **SECOND CAUSE OF ACTION**

8 **FAILURE TO PAY FOR REST PERIODS AND OTHER NONPRODUCTIVE TIME**

9 (Labor Code § 226.2; Applicable Wage Order § 4)

10 *Plaintiff and the Commission and/or Piece-Rate Subclass Against All Defendants*

11 52. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
12 alleged herein.

13 53. Plaintiff and the Commission and/or Piece-Rate Subclass were not exempt from
14 the requirement to be paid at least the applicable California minimum wage throughout the
15 statutory period for each hour worked.

16 54. Plaintiff and the Commission and/or Piece-Rate Subclass were also not provided
17 proper minimum and regular wages owed due to Defendants' policy which only provided
18 compensation for commissions and other piece-rate work. Under this pay plan, the Commission
19 and/or Piece-Rate Subclass did not receive separate hourly compensation at no less than the
20 minimum wage for unpaid on-duty time and rest breaks. Also, the commission and/or piece-rate
21 compensation paid to the Commission and/or Piece-Rate Subclass often resulted in a payment of
22 wages at less than the required California minimum wage for all hours worked.

23 55. Also, Defendants' commission and piece-rate pay plan often resulted in a
24 payment of wages to the Commission and/or Piece-Rate Subclass at less than the required
25 California minimum and regular wages for all hours worked. Regardless of actual time spent
26 with the patients, Defendants' commission and/or piece-rate pay policy often illegally resulted in
27 a rate of pay under the applicable minimum and regular wages.
28

1 56. Consequently, Defendants violated California Labor Code laws and minimum
2 wage laws, *inter alia*, Labor Code §§ 200, 221, 222, 223, 226.2, 1197, the applicable IWC Wage
3 Order § 4, and Cal. Code Regs., tit. 8, section 11090, subds. 1 and 4(B).

4 57. Furthermore, the Commission and/or Piece-Rate Subclass were denied paid rest
5 breaks by virtue of Defendants' policy that only paid the Piece-Rate Subclass on a commission
6 and/or piece-rate basis without separate compensation for rest breaks. As the Commission
7 and/or Piece-Rate Subclass could not earn income during a rest break (i.e., they could not take an
8 off-duty rest break and conduct piece-rate work simultaneously), the Commission and/or Piece-
9 Rate Subclass were illegally denied paid rest breaks. Thus, Defendants violated California Labor
10 Code laws, *inter alia*, Labor Code §§ 200, 221, 222, 223, 1197, the applicable IWC Wage Order
11 § 4, and Cal. Code Regs., tit. 8, section 11090, subds. 1 and 4(B).

12 58. Plaintiff is informed and believes and thereon alleges that Defendants
13 intentionally, willfully, and improperly failed to pay wages to the Commission and/or Piece-Rate
14 Subclass for each hour worked in violation of Labor Code §§ 221-223, 1194 and 1197.

15 59. Defendants' conduct was willful, as Defendants knew that the Commission and/or
16 Piece-Rate Subclass were entitled to be paid wages throughout the statutory period for each hour
17 worked, including proper minimum and regular wages, yet Defendants chose not to pay them in
18 accordance thereto.

19 60. At all material times, Defendants DOES 1 through 20 were and/or are the
20 employer of the Commission and/or Piece-Rate Subclass or were persons acting on behalf of said
21 employer(s), within the meaning of California Labor Code § 558, who violated or caused to be
22 violated Labor Code § 204 and a provision or provisions of Part 2, Chapter 1 of the California
23 Labor Code regulating hours and days of work respectively.

24 61. During employment of the Commission and/or Piece-Rate Subclass, Defendants
25 failed to pay them all wages to which they were entitled, thereby receiving an economic benefit.

26 62. As a result of the Defendants' wrongful conduct, the Commission and/or Piece-
27 Rate Subclass have been damaged in amounts to be proven at trial.

1 63. Plaintiff, on behalf of himself and the Commission and/or Piece-Rate Subclass,
2 seeks recovery of all unpaid wages, liquidated damages, penalties, interest, attorneys' fees and
3 costs of suit, pursuant to Labor Code §§ 1194 and 1194.2, against Defendants in an amount to be
4 proven at trial.

5 **THIRD CAUSE OF ACTION**

6 **FAILURE TO PAY OVERTIME WAGES**

7 (Labor Code §§ 204 and 510; Applicable IWC Wage Order § 3(A))

8 *Plaintiff and the Represented Employees Against All Defendants*

9 64. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
10 alleged herein.

11 65. Plaintiff and the Represented Employees were employees of Defendants who did
12 not receive proper protections and benefits of the laws governing payment of overtime wages.

13 66. Labor Code § 204 requires that the employer timely pay all overtime wages to its
14 employees. Labor Code § 510(a) and the applicable IWC Wage Order § 3(A) provide that any
15 work performed in excess of eight (8) hours in one workday or in excess of forty (40) hours in
16 any one workweek shall be compensated at the rate of no less than one and one-half times the
17 regular rate of pay for an employee. Furthermore, any work performed in excess of twelve (12)
18 hours in one workday shall be compensated at twice the regular rate of pay for an employee.

19 67. At all relevant times, Plaintiff and the Represented Employees were required by
20 Defendants to work hours in excess of 8 and/or 12 per day and/or 40 per week. However, as a
21 result of the policies and practices alleged herein, Defendants failed to pay Plaintiff and the
22 Represented Employees proper overtime wages for all overtime hours worked.

23 68. Defendants violated Labor Code §§ 204 and 510 and the applicable IWC Wage
24 Order § 3(A) every pay period with respect to Plaintiff and the Represented Employees because
25 Defendants required their employees to work hours in excess of 8 and/or 12 per day and/or 40
26 per week without proper overtime compensation at the correct applicable rates.

27 69. Plaintiff is informed and believes and thereon alleges that Defendants
28 intentionally, willfully, and improperly failed to pay proper overtime wages to Plaintiff and the

1 Represented Employees in violation of Labor Code §§ 204, 221-223, 510, 1194 and 1197.

2 70. Defendants' conduct was willful, as Defendants knew that Plaintiff and the
3 Represented Employees were entitled to be paid proper overtime wages throughout the statutory
4 period, yet Defendants chose not to pay them in accordance thereto.

5 71. At all material times, Defendants DOES 1 through 20 were and/or are the
6 employer of Plaintiff and the Represented Employees or were persons acting on behalf of said
7 employer(s), within the meaning of California Labor Code § 558, who violated or caused to be
8 violated Labor Code § 204 and a provision or provisions of Part 2, Chapter 1 of the California
9 Labor Code regulating hours and days of work respectively.

10 72. During the employment of Plaintiff and the Represented Employees, Defendants
11 failed to pay them all wages to which they were entitled, thereby receiving an economic benefit.

12 73. As a result of Defendants' wrongful conduct, Plaintiff and the Represented
13 Employees have been damaged in amounts to be proven at trial.

14 74. Plaintiff, on behalf of himself and the Represented Employees, seeks recovery of
15 all unpaid overtime wages, penalties, interest, attorneys' fees, and costs of suit against
16 Defendants in an amount to be proven at trial.

17 **FOURTH CAUSE OF ACTION**

18 **FAILURE TO PROVIDE MEAL PERIODS**

19 (Labor Code §§ 226.7 and 512; Applicable IWC Wage Order § 11, 12)

20 *Plaintiff and the Meal Break Subclass Against All Defendants*

21 75. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
22 alleged herein.

23 76. Plaintiff and the Meal Break Subclass are and/or were employees of Defendants
24 who did not receive proper protections and benefits of the laws governing mandatory meal
25 periods.

26 77. Labor Code § 226.7 requires employers, including Defendants, to provide
27 employees with meal periods as mandated by the Industrial Welfare Commission.
28

1 78. Labor Code § 512(a), in part, provides that employers, including Defendants, may
2 not employ an employee for a work period of more than five hours per day without providing an
3 employee the opportunity to take an uninterrupted meal period of not less than 30 minutes,
4 except that if the total work period per day of the employee is no more than six hours, the meal
5 period may be waived by mutual consent of both the employer and the employee. Employers
6 may not employ an employee for a work period more than 10 hours per day without providing
7 the employee with a second meal period of not less than 30 minutes.

8 79. Pursuant to Labor Code § 226.7(b) and the applicable IWC Wage Order § 11(B),
9 Defendants shall pay an employee one additional hour of pay at the employee's regular rate of
10 pay for each meal period that is missed.

11 80. At all relevant times, and as a result of the policies and practices described in this
12 Complaint, Plaintiff and the Meal Break Subclass were denied the 30-minute meal periods to
13 which they were entitled.

14 81. Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC Wage
15 Order every pay period because Plaintiff and the Meal Break Subclass were not provided with all
16 mandatory meal periods and Defendants failed to pay Plaintiff and the Meal Break Subclass one
17 additional hour of compensation at the regular rate of pay in lieu thereof.

18 82. At all relevant times herein, Defendants failed to provide Plaintiff and the Meal
19 Break Subclass all mandated meal periods and failed to pay wage premiums in lieu of mandated
20 meal or rest periods, thereby receiving an economic benefit.

21 83. On information and belief, Plaintiff and the Meal Break Subclass did not
22 voluntarily or willfully waive the mandated meal periods. Any expressed or implied waivers
23 obtained from Plaintiff and the Meal Break Subclass were not willfully obtained, were not
24 voluntarily agreed to, were a condition of employment, or were a part of a contract of an
25 unlawful adhesion. Defendants did not permit or authorize Plaintiff and the Meal Break Subclass
26 to take meal periods in accordance with California law.

27 84. By their failure to provide Plaintiff and the Meal Break Subclass with meal
28 periods as required by California law, and failing to pay one hour of additional wages in lieu of

1 each meal period not provided, Defendants willfully violated Labor Code §§ 226.7 and 512, and
2 IWC Wage Order § 11. Accordingly, Defendants are liable for one hour of additional wages at
3 the employee's regular rate of compensation for each workday that a meal period was not
4 lawfully provided in an amount to be proven at time of trial.

5 85. Also, as a direct result of Defendants' violations of Labor Code §§ 226.7 and 512,
6 and IWC Wage Order § 11, Defendants, and each of them, are liable to Plaintiff and the Meal
7 Break Subclass for unpaid wage premiums, penalties, costs, and interest.

8 **FIFTH CAUSE OF ACTION**

9 **FAILURE TO PROVIDE REST BREAKS**

10 (Labor Code §§ 226.7 and 512; Applicable IWC Wage Order § 12)

11 *Plaintiff and the Rest Break Subclass Against All Defendants*

12 86. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
13 alleged herein.

14 87. Plaintiff and the Rest Break Subclass are and/or were employees of Defendants
15 who did not receive proper protections and benefits of the laws governing mandatory rest breaks.

16 88. Labor Code § 226.7 requires employers, including Defendants, to provide rest
17 breaks to their employees as mandated by Order of the Industrial Welfare Commission.

18 89. The IWC Wage Order § 12 states, in part, that every employer shall authorize and
19 permit all employees to take rest periods, which insofar as practicable shall be in the middle of
20 each work period. Employees shall receive a 10-minute rest period every four hours or major
21 fraction thereof that they are required to work. Authorized rest period time shall be counted, as
22 hours worked, for which there shall be no deduction from wages.

23 90. Pursuant to Labor Code § 226.7(b) and Section 12(B) of the applicable Wage
24 Order, Defendants shall pay Plaintiff and the Represented Employees one additional hour of pay
25 at his regular rate of compensation for each day that the rest period is not provided.

26 91. At all relevant times, and as a result of the policies and practices described in this
27 Complaint, Plaintiff and the Rest Break Subclass were denied mandated paid rest breaks.
28

1 92. Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC Wage
2 Order every pay period because Plaintiff and the Rest Break Subclass were not provided with all
3 mandatory rest periods and Defendants failed to pay Plaintiff and the Represented Employees
4 one additional hour of compensation in lieu thereof.

5 93. At all relevant times herein, Defendants failed to provide Plaintiff and the Rest
6 Break Subclass all mandated rest breaks and failed to pay wage premiums in lieu of mandated
7 rest periods, thereby receiving an economic benefit.

8 94. By their failure to provide Plaintiff and the Rest Break Subclass with rest breaks
9 as required by California law, and failing to pay one hour of additional wages in lieu of each rest
10 break not provided, Defendants willfully violated Labor Code §§ 226.7 and 512, and IWC Wage
11 Order § 12. Accordingly, Defendants are liable for one hour of additional wages at the
12 employee's regular rate of compensation for each workday that a paid rest break was not
13 lawfully provided in an amount to be proven at time of trial.

14 95. Also, as a direct result of Defendants' violations of Labor Code §§ 226.7 and 512,
15 and IWC Wage Order § 12, Defendants, and each of them, are liable to Plaintiff and the Rest
16 Break Subclass for unpaid wage premiums, penalties, costs, and interest.

17 **SIXTH CAUSE OF ACTION**

18 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

19 (Labor Code § 2802)

20 *Plaintiff and the Unreimbursed Expense Subclass Against All Defendants*

21 96. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
22 alleged herein.

23 97. Plaintiff and the Unreimbursed Expense Subclass are and/or were employees of
24 Defendants who did not receive proper protections and benefits of the laws governing
25 reimbursement of business expenses.

26 98. Labor Code § 2802(a) requires that the employer indemnify its employees for
27 expenses and losses incurred while discharging their duties or in obedience to the directions of
28 their employer.

1 99. At all relevant times herein, Defendants violated Labor Code § 2802(a) when they
2 failed to reimburse Plaintiff and the Unreimbursed Expense Subclass for expenses incurred as a
3 direct consequence of employment with Defendants and/or under the direction of Defendants.

4 100. At all relevant times herein, Defendants failed to reimburse the Unreimbursed
5 Expense Subclass, including Plaintiff, for expenses incurred while discharging duties to
6 Defendants, thereby receiving an economic benefit.

7 101. As a direct result of Defendants' violation of Labor Code § 2802 and IWC Wage
8 Order § 9(B), Plaintiff and the Unreimbursed Expense Subclass have suffered, and continue to
9 suffer, substantial losses related to such incurred expenses, expenses, and attorney's fees in
10 seeking to compel Defendants to fully perform their obligations under the law, all in an amount
11 to be proved at time of trial.

12 102. Pursuant to Labor Code § 2802, Plaintiff and the Represented Employees seek to
13 recover the unreimbursed expenses, interest on the unreimbursed expenses, and the costs and
14 attorney's fees necessarily incurred in pursuing same. The exact amount of reimbursements,
15 interest, costs, and attorney's fees will be in an amount to be proved at the time of trial.

16 **SEVENTH CAUSE OF ACTION**

17 **FAILURE TO PAY VESTED VACATION**

18 (Labor Code § 227.3)

19 *Plaintiff and the Vested Vacation Subclass Against All Defendants*

20 103. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
21 alleged herein.

22 104. Plaintiff and the Vested Vacation Subclass were employees of Defendants who
23 did not receive proper protections and benefits of the laws governing the payment of vested
24 vacation time and/or paid time off upon separation of employment.

25 105. Pursuant to Labor Code § 227.3, an employer that has implemented a paid
26 vacation, paid time off, or compensated time off policy must, upon an employee's separation
27 from employment, pay to the employee all vested but unused vacation and/or paid time off at his
28 final rate of pay.

1 106. At all relevant times, Defendants utilized a policy and practice through which
2 Plaintiff and the Vested Vacation Subclass accrued vacation and/or PTO hours (collectively,
3 “vacation hours”). However, Defendants’ policy and practice violated Labor Code § 227.3
4 because Plaintiff and the Vested Vacation Subclass did not receive compensation for all accrued
5 but unused vacation hours and did not receive compensation for the same at the “final rate”, as
6 required by Labor Code § 227.3.

7 107. At all relevant times herein, Defendants failed to pay the Vested Vacation
8 Subclass, including Plaintiff, all vested but unused vacation time and/or paid time off upon
9 separation from employment, thereby receiving an economic benefit.

10 108. Plaintiff is informed and believes and thereon alleges that Defendants, and each of
11 them, knowingly refused to perform their obligations to compensate the Vested Vacation
12 Subclass for all vested but unused vacation time and/or paid time off upon separation from
13 employment.

14 109. As a result of Defendants’ violations of Labor Code § 227.3, Plaintiff and the
15 Vested Vacation Subclass seek to recover the unpaid vacation hours, as well as penalties,
16 interest, attorneys’ fees, and costs as permitted under California law.

17 **EIGHTH CAUSE OF ACTION**

18 **FAILURE TO TIMELY PAY FINAL WAGES**

19 (Labor Code §§ 201 – 203)

20 *Plaintiff and the Waiting Time Penalties Subclass against All Defendants*

21 110. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
22 alleged herein.

23 111. Plaintiff and the Waiting Time Penalties Subclass are and/or were employees of
24 Defendants who did not receive proper protections and benefits of the laws governing the timing
25 and payment of wages.

26 112. Labor Code § 201 requires that the employer immediately pay any wages, without
27 abatement or reduction, to any employee who is discharged.
28

1 113. Labor Code § 202 requires that the employer pay all wages earned and unpaid,
2 without abatement or reduction, no later than 72 hours of receiving an employee's notice of
3 intent to quit or immediately at the time of quitting if at least a 72-hour notice was provided.

4 114. Labor Code §§ 201-203 cause the unpaid wages of the employee to continue as a
5 penalty from the due date thereof at the same rate until paid or until an action therefore is
6 commenced, but the wages shall not continue for more than thirty (30) days.

7 115. At all relevant times, Defendants employed a policy and practice whereby
8 Plaintiff and the Waiting Time Penalties Subclass were not paid all wages due and owing upon
9 separation of employment within the time required by Labor Code §§ 201 and 202.

10 116. Also, at all relevant times, Defendants engaged in the practice of failing to pay all
11 wages due and owing to Plaintiff and the Waiting Time Penalties Subclass upon separation of
12 employment, including, but not limited to, minimum, regular, and overtime wages, vacation
13 wages, as well as meal and rest period premiums.

14 117. Furthermore, Defendants failed to pay all wages due and owing to the Waiting
15 Time Subclass because of the failure to pay all required sick pay wages. Labor Code § 246(l)(1)
16 provides that paid sick time for non-exempt employees must be “calculated in the same manner
17 as the regular rate of pay for the workweek in which the employee uses paid sick time, whether
18 or not the employee actually works overtime in that workweek.” Additionally, Labor Code §
19 246(l)(2) states that the paid sick time must be “calculated by dividing the employee’s total
20 wages, not including overtime premium pay, by the employee’s total hours worked in the full
21 pay periods of the prior 90 days of employment.” Here, Defendants only calculated and paid sick
22 pay at the base rate of pay, rather than at the rate required by Labor Code § 246, leading to
23 unpaid sick pay and violations of Labor Code §§ 201 – 203.

24 118. Plaintiff alleges that, at all times material to this action, Defendants had a planned
25 pattern and practice of failing to timely pay Plaintiff and the Waiting Time Penalties Subclass all
26 wages due and owing upon separation of employment as required by Labor Code §§ 201 and
27 202. Consequently, pursuant to Labor Code § 203, Defendants owe Plaintiff and the Waiting
28 Time Penalties Subclass the above-described waiting time penalty, all in an amount to be shown

1 according to proof at trial and within the jurisdiction of this Court.

2 **NINTH CAUSE OF ACTION**

3 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

4 (Labor Code § 226)

5 *Plaintiff and the Wage Statement Penalties Subclass against All Defendants*

6 119. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
7 alleged herein.

8 120. Plaintiff and the Wage Statement Penalties Subclass are and/or were employees of
9 Defendants who did not receive proper protections and benefits of the laws governing the
10 provision of accurate itemized wage statements.

11 121. Labor Code § 226(a) requires an employer to provide its employees with itemized
12 wage statements accurately stating gross wages earned, all deductions, net wages earned, the
13 inclusive dates of the pay period, the employee's name and the last four digits of his or her
14 Social Security number (or employee identification number), the name and address of the legal
15 entity that is the employer, and all applicable hourly rates in effect during the pay period and the
16 corresponding number of hours worked at each hourly rate by the employee.

17 122. Defendants violated Labor Code § 226(a) every pay period with respect to
18 Plaintiff and the Wage Statement Penalties Subclass due to violations including: failure to
19 accurately state total hours worked (for example, the wage statements failed to accurately reflect
20 the compensable hours worked); failure to accurately state gross wages earned; failure to
21 accurately state all deductions; failure to accurately state net wages earned; failure to state the
22 applicable hourly rates (including the accurate overtime rate of pay); and failure to accurately
23 state the corresponding number of hours worked at each hourly rate. The California Supreme
24 Court recently confirmed that these "derivative" violations violate Labor Code § 226. *See*
25 *Naranjo v. Spectrum Security Services, Inc.* (2022) 13 Cal.5th 93, 119 (approving of "derivative"
26 wage statement claims based on failure to pay all wages owed and holding that: (1) § 226
27 requires employers to accurately report "all amounts earned and now owing, not just those
28 amounts actually paid," and (2) a "[wage] statement that conceals the amounts earned [including

premium pay for missed breaks], on the ground that they also were not paid, is not an accurate [wage] statement, and it does not comply with [§ 226]”).

123. Additionally, Defendants’ wage statements directly violated Labor Code § 226(a) each period due to the failure to accurately record all hours worked, pay all wages owed including for any nonproductive time requiring compensation, and provide premium wages for denied meal periods and rest breaks under § 226.7.

124. Therefore, Defendants violated Labor Code § 226(a) every pay period with respect to Plaintiff and the Wage Statement Penalties Subclass because Defendants failed to provide a wage statement to Plaintiff and the Wage Statement Penalties Subclass that complied with the requirements of Labor Code § 226(a).

125. Defendants’ failure to provide the required writing deprived Plaintiff and the Wage Statement Penalties Subclass of the ability to know, understand, and question the calculation and rate of pay and hours used to calculate the wages paid by Defendants. Therefore, Plaintiff and the Wage Statement Penalties Subclass had no way to dispute the resulting miscalculation of wages, all of which resulted in an unjustified economic enrichment to said Defendants. As a direct result, Plaintiff and the Wage Statement Penalties Subclass have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney’s fees in seeking to compel Defendants to fully perform their obligation under state law, all to their respective damages in amounts according to proof at trial.

126. As a result of Defendants’ knowing and intentional failure to comply with Labor Code § 226(a), Plaintiff and the Wage Statement Penalties Subclass have suffered an injury in that each was prevented from knowing, understanding and disputing the wage payments paid to them. Furthermore, Plaintiff and the Wage Statement Penalties Subclass have each suffered an injury in that the failure to show all wages earned on the itemized wage statements resulted in Plaintiff and the Represented Employees being denied all necessary deductions, payments, and withholdings owed by the employer, including, but not limited to, the failure to make all necessary contributions for unemployment benefits, social security benefits, proper payment of

1 taxes and withholdings, and other mandated state and federal benefits.

2 127. Plaintiff has also been injured as a result of having to bring this action to attempt
3 to obtain correct wage information following Defendants' refusal to comply with many of the
4 mandates of California's Labor Code and related laws and regulations.

5 128. Labor Code § 226(e) requires Defendants to pay the greater of all actual damages
6 or fifty dollars (\$50.00) per employee for the initial pay period in which a violation occurred, and
7 one hundred dollars (\$100.00) per employee for each violation in subsequent pay periods, plus
8 attorney's fees and costs, to Plaintiff and the Wage Statement Penalties Subclass who were
9 injured by Defendants' failure to comply with Labor Code § 226(a). The exact amount of the
10 applicable penalty is all in an amount to be shown according to proof at trial.

11 **TENTH CAUSE OF ACTION**

12 **UNFAIR AND UNLAWFUL COMPETITION**

13 (Business and Professions Code § 17200 *et seq.*)

14 *Plaintiff and the Represented Employees against All Defendants*

15 129. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
16 alleged herein.

17 130. California Business & Professions Code § 17200, *et seq.*, prohibits acts of unfair
18 competition, which includes any "unlawful, unfair or fraudulent business act or practice." The
19 Represented Employees, including Plaintiff, have suffered and continue to suffer injuries in fact,
20 due to the unfair and unlawful business practices of Defendants as alleged herein.

21 131. Defendants, and each of them, are "persons" as defined under Business &
22 Professions Code § 17021.

23 132. As alleged herein, Defendants engaged in conduct that violated California's wage
24 and hour laws, including failure to pay minimum, regular, and overtime wages, failure to provide
25 mandated meal periods and rest breaks, failure to reimburse expenses, failure to pay vested
26 vacation, and failure to timely pay wages upon separation of employment, all to decrease their
27 costs and increase profits.
28

1 133. At all times relevant herein, Defendants did not pay Plaintiff and the Represented
2 Employees wages and monies and other financial obligations to which they were entitled.

3 134. As a result of Defendants' failure to comply with the Labor Code and IWC
4 Orders, Represented Employees, including Plaintiff, suffered a loss of wages and monies, all in
5 an amount to be shown according to proof at trial. Defendants' ongoing violations of the
6 foregoing statutes and laws constitute a violation of Bus. & Prof. Code § 17200, *et seq.*

7 135. Defendants' violations of the California Labor Code and IWC Wage Orders and
8 its scheme to lower its payroll costs as alleged herein, constitute unlawful and unfair business
9 practices because it was done in a systematic manner over a period of time to the detriment of the
10 Plaintiff and all others similarly-situated.

11 136. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
12 unlawful, and harmful to Plaintiff, other Represented Employees, and to the general public.
13 Plaintiff seeks to enforce important rights affecting the public interest within the meaning of
14 Code of Civil Procedure § 1021.5.

15 137. A violation of California Business & Professions Code § 17200, *et seq.* may be
16 predicated on the violation of any state or federal law. All of the acts described herein as
17 violations of, among other things, the California Labor Code and IWC Wage Orders, are
18 unlawful and in violation of public policy, and in addition are immoral, unethical, oppressive,
19 fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business
20 practices in violation of California Business and Professions Code §§ 17200, *et seq.*

21 138. Plaintiff, individually, and on behalf of the Represented Employees, is entitled to,
22 and does, seek such relief as may be necessary to disgorge the profits which Defendants have
23 acquired, or of which Plaintiff and Represented Employees have been deprived, by means of the
24 above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and the
25 Represented Employees are not obligated to establish individual knowledge of the unfair
26 practices of Defendants in order to recover restitution.

27 139. Plaintiff, individually, and on behalf of the Represented Employees, is further
28 entitled to and does seek a declaration that the above described business practices are unfair,

1 unlawful and/or fraudulent.

2 140. Pursuant to Business & Professions Code §§ 17200, et seq., Plaintiff and
3 Represented Employees are entitled to restitution of the wages withheld and retained by
4 Defendants during a period that commences four years prior to the filing of this complaint; an
5 order requiring Defendants to pay all outstanding wages due to Plaintiff and Represented
6 Employees; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5
7 and other applicable laws; and an award of costs.

8 **VI. PAGA CAUSES OF ACTION (Cal. Lab. Code §§ 2698 – 2699.5)**

9 141. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
10 alleged herein.

11 142. Plaintiff is an “aggrieved employee” under the PAGA as he was employed by
12 Defendants during the applicable statutory period and suffered one or more of the Labor Code
13 violations alleged herein. As such, Plaintiff may recover the remedies described herein in a civil
14 action filed on behalf of herself and all other similarly situated current and former aggrieved
15 employees in California against whom one or more of the alleged violations was committed
16 (hereinafter the “Aggrieved Employees”).

17 143. Plaintiff seeks to recover all applicable and available PAGA remedies pursuant to
18 Labor Code § 2699, as well as attorneys' fees, costs, and/or other damages as permitted by
19 PAGA through a representative action pursuant to the PAGA and the California Supreme Court
20 in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Therefore, Plaintiff is not required to, nor
21 does he, seek class certification of the PAGA claims under Code of Civil Procedure § 382.

22 144. Pursuant to Labor Code § 2699.3(a), Plaintiff gave written notice by online filing
23 to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to
24 Defendants of the specific provisions of the Labor Code alleged to have been violated, including
25 the facts and theories to support the alleged violations. More than sixty-five (65) days have
26 elapsed since the date Plaintiff provided the written notice of the claims alleged herein without
27 the LWDA assuming jurisdiction over the claims alleged. Accordingly, Plaintiff has fully
28 satisfied the administrative prerequisites to suit under the PAGA.

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1 **TWELFTH CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR FAILURE TO PROVIDE SEPARATE PAYMENT FOR**
3 **REST AND RECOVERY PERIODS AND OTHER NONPRODUCTIVE TIME**

4 (Labor Code § 226.2)

5 *Against All Defendants*

6 152. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
7 alleged herein.

8 153. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
9 who were paid on a piece-rate basis.

10 154. Labor Code § 226.2 requires employers that pay their employees on a piece-rate
11 basis to provide separate payment for nonproductive time at an hourly rate that is no less than the
12 applicable minimum wage. However, at all relevant times herein, Defendants failed to
13 compensate the Aggrieved Employees for all nonproductive time and rest and recovery periods
14 separate from any piece-rate compensation. Therefore, Defendants violates Labor Code § 226.2
15 every pay period with respect to each and every one of the Aggrieved Employees.

16 155. Plaintiff is informed and believes and thereon alleges that Defendants
17 intentionally, willfully, and improperly failed to pay proper wages to Plaintiff and the Aggrieved
18 Employees in violation of Labor Code §§ 226.2, 510, 1194 and 1197.

19 156. Defendants' conduct was willful, as Defendants knew that Plaintiff and the
20 Aggrieved Employees were entitled to be paid proper wages throughout the statutory period, yet
21 Defendants chose not to pay them in accordance thereto.

22 157. As a result of the unlawful employment practices alleged herein, Plaintiff, on
23 behalf of the State of California, seeks the assessment of all applicable and available PAGA
24 remedies pursuant to Labor Code § 2699, and seeks to recover all attorneys' fees, costs, and/or
25 any other damages permitted under PAGA.

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1 **THIRTEENTH CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR FAILURE TO PAY OVERTIME WAGES**

3 (Labor Code §§ 204 and 510; IWC Wage Order § 3(A))

4 *Against All Defendants*

5 158. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
6 alleged herein.

7 159. Plaintiff and the Aggrieved Employees were employees of Defendants who did
8 not receive proper protections and benefits of the laws governing payment of overtime wages.

9 160. Labor Code § 204 requires that the employer timely pay all overtime wages to its
10 employees. Labor Code § 510(a) and the applicable IWC Wage Order § 3(A) provide that any
11 work performed in excess of eight (8) hours in one workday or in excess of forty (40) hours in
12 any one workweek shall be compensated at the rate of no less than one and one-half times the
13 regular rate of pay for an employee. Furthermore, any work performed in excess of twelve (12)
14 hours in one workday shall be compensated at twice the regular rate of pay for an employee.

15 161. At all relevant times, Plaintiff and the Aggrieved Employees were required by
16 Defendants to work hours in excess of 8 and/or 12 per day and/or 40 per week. However, as a
17 result of the policies and practices described in this Complaint, Defendants failed to pay Plaintiff
18 and the Aggrieved Employees for all overtime hours worked.

19 162. As a result of these policies and practices, Defendants failed to pay Plaintiff and
20 the Aggrieved Employees for all overtime hours worked.

21 163. Defendants violate Labor Code §§ 204 and 510 and the applicable IWC Wage
22 Order § 3(A) every pay period with respect to Plaintiff and the Aggrieved Employees because
23 Defendants required their employees to work hours in excess of 8 and/or 12 per day and/or 40
24 per week without proper overtime compensation.

25 164. Plaintiff is informed and believes and thereon alleges that Defendants
26 intentionally, willfully, and improperly failed to pay proper overtime wages to Plaintiff and the
27 Aggrieved Employees in violation of Labor Code §§ 204, 221-223, 510, 1194 and 1197.
28

1 165. Defendants' conduct was willful, as Defendants knew that Plaintiff and the
2 Aggrieved Employees were entitled to be paid proper overtime wages throughout the statutory
3 period, yet Defendants chose not to pay them in accordance thereto.

4 166. As a result of the unlawful employment practices alleged herein, Plaintiff, on
5 behalf of the State of California, seeks the assessment of all applicable and available PAGA
6 remedies pursuant to Labor Code § 2699, and seeks to recover all attorneys' fees, costs, and/or
7 any other damages permitted under PAGA.

8 **FOURTEENTH CAUSE OF ACTION**

9 **PAGA ASSESSMENT FOR FAILURE TO PROVIDE MEAL PERIODS**

10 (Labor Code §§ 226.7 and 512; IWC Wage Order § 11, 12)

11 *Against All Defendants*

12 167. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
13 alleged herein.

14 168. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
15 who did not receive proper protections and benefits of laws governing mandatory meal periods.

16 169. Labor Code § 226.7 requires employers, including Defendants, to provide
17 employees with meal periods as mandated by the Industrial Welfare Commission.

18 170. Labor Code § 512(a), in part, provides that employers, including Defendants, may
19 not employ an employee for a work period of more than five hours per day without providing an
20 employee the opportunity to take an uninterrupted meal period of not less than 30 minutes,
21 except that if the total work period per day of the employee is no more than six hours, the meal
22 period may be waived by mutual consent of both the employer and the employee. Employers
23 may not employ an employee for a work period of more than 10 hours per day without providing
24 the employee with a second meal period of not less than 30 minutes.

25 171. Pursuant to Labor Code § 226.7(b) and the applicable IWC Wage Order § 11(B),
26 Defendants shall pay an employee one additional hour of pay at the employee's regular rate of
27 pay for each meal period that is missed.
28

1 172. At all relevant times, and as a result of the policies and practices described in this
2 Complaint, Plaintiff and the Aggrieved Employees were denied the 30-minute meal periods to
3 which they were entitled.

4 173. Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC Wage
5 Order every pay period because Plaintiff and the Aggrieved Employees were not provided with
6 all mandatory meal periods and Defendants failed to pay Plaintiff and the Aggrieved Employees
7 one additional hour of compensation at the regular rate of pay in lieu thereof.

8 174. On information and belief, Plaintiff and the Aggrieved Employees did not
9 voluntarily or willfully waive the mandated meal periods. Any expressed or implied waivers
10 obtained from Plaintiff and the Aggrieved Employees were not willfully obtained, were not
11 voluntarily agreed to, were a condition of employment, or were a part of a contract of an
12 unlawful adhesion. Defendants did not permit or authorize Plaintiff and the Aggrieved
13 Employees to take meal periods in accordance with California law.

14 175. As a result of the unlawful employment practices alleged herein, Plaintiff, on
15 behalf of the State of California, seeks the assessment of all applicable and available PAGA
16 remedies pursuant to Labor Code § 2699, and seeks to recover all attorneys' fees, costs, and/or
17 any other damages permitted under PAGA.

18 **FIFTEENTH CAUSE OF ACTION**

19 **PAGA ASSESSMENT FOR FAILURE TO PROVIDE REST BREAKS**

20 (Labor Code §§ 226.7 and 512; IWC Wage Order § 12)

21 *Against All Defendants*

22 176. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
23 alleged herein.

24 177. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
25 who did not receive proper protections and benefits of the laws governing mandatory rest breaks.

26 178. Labor Code § 226.7 requires employers, including Defendants, to provide rest
27 breaks to their employees as mandated by Order of the Industrial Welfare Commission.
28

1 179. The IWC Wage Order § 12 states, in part, that every employer shall authorize and
2 permit all employees to take rest periods, which insofar as practicable shall be in the middle of
3 each work period. Employees shall receive a 10-minute rest period every four hours or major
4 fraction thereof that they are required to work. Authorized rest period time shall be counted, as
5 hours worked, for which there shall be no deduction from wages.

6 180. Pursuant to Labor Code § 226.7(b) and Section 12(B) of the applicable Wage
7 Order, Defendants shall pay Plaintiff and the Aggrieved Employees one additional hour of pay at
8 their regular rate of compensation for each day that the rest period is not provided.

9 181. At all relevant times, and as a result of the policies and practices described in this
10 Complaint, Plaintiff and the Aggrieved Employees were denied mandated rest breaks.

11 182. Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC Wage
12 Order every pay period because Plaintiff and the Aggrieved Employees were not provided with
13 all mandatory rest periods and Defendants failed to pay Plaintiff and the Aggrieved Employees
14 one additional hour of compensation in lieu thereof.

15 183. As a result of the unlawful employment practices alleged herein, Plaintiff, on
16 behalf of the State of California, seeks the assessment of all applicable and available PAGA
17 remedies pursuant to Labor Code § 2699, and seeks to recover all attorneys' fees, costs, and/or
18 any other damages permitted under PAGA.

19 **SIXTEENTH CAUSE OF ACTION**

20 **PAGA ASSESSMENT FOR FAILURE TO REIMBURSE BUSINESS EXPENSES**

21 (Labor Code § 2802)

22 *Against All Defendants*

23 184. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
24 alleged herein.

25 185. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
26 who did not receive proper protections and benefits of the laws governing reimbursement of
27 business expenses.
28

186. Labor Code § 2802(a) requires that the employer indemnify its employees for expenses and losses incurred while discharging their duties or in obedience to the directions of their employer.

187. At all relevant times herein mentioned, Defendants violated Labor Code § 2802(a) when they failed to reimburse Plaintiff and the Aggrieved Employees for expenses incurred as a direct consequence of employment with Defendants and/or under the direction of Defendants.

188. As a result of the unlawful employment practices alleged herein, Plaintiff, on behalf of the State of California, seeks the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699, and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

SEVENTEENTH CAUSE OF ACTION

PAGA ASSESSMENT FOR FAILURE TO PAY VESTED VACATION

(Labor Code § 227.3)

Against All Defendants

189. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

190. Plaintiff and the Aggrieved Employees were employees of Defendants who did not receive proper protections and benefits of the laws governing the payment of vested vacation time and/or paid time off upon separation of employment.

191. Pursuant to Labor Code § 227.3, an employer that has implemented a paid vacation, paid time off, or compensated time off policy must, upon an employee's separation from employment, pay to the employee all vested but unused vacation and/or paid time off at his final rate of pay.

192. At all relevant times, Defendants utilized a policy and practice through which Plaintiff and the Aggrieved Employees accrued vacation and/or PTO hours (collectively, “vacation hours”). However, Defendants’ policy and practice violated Labor Code § 227.3 because Plaintiff and the Aggrieved Employees did not receive compensation for all accrued but unused vacation hours and did not receive compensation for the same at the “final rate”, as

1 required by Labor Code § 227.3.

2 193. At all relevant times herein, Defendants failed to pay the Aggrieved Employees,
3 including Plaintiff, all vested but unused vacation time and/or paid time off upon separation from
4 employment, thereby receiving an economic benefit.

5 194. Plaintiff is informed and believes and thereon alleges that Defendants, and each of
6 them, knowingly refused to perform their obligations to compensate the Aggrieved Employees
7 for all vested but unused vacation time and/or paid time off upon separation from employment.

8 195. As a result of Defendants' violations of Labor Code § 227.3, Plaintiff and the
9 Aggrieved Employees seek to recover the unpaid vacation hours, as well as penalties, interest,
10 attorneys' fees, and costs as permitted under California law.

11 **EIGHTEENTH CAUSE OF ACTION**

12 **PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY FINAL WAGES**

13 (Labor Code §§ 201–203)

14 *Against All Defendants*

15 196. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
16 alleged herein.

17 197. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
18 who did not receive proper protections and benefits of the laws governing the timing and
19 payment of wages.

20 198. Labor Code § 201 requires that the employer immediately pay any wages, without
21 abatement or reduction, to any employee who is discharged.

22 199. Labor Code § 202 requires that the employer pay all wages earned and unpaid,
23 without abatement or reduction, no later than 72 hours of receiving an employee's notice of
24 intent to quit or immediately at the time of quitting if at least a 72-hour notice was provided.

25 200. Labor Code §§ 201-203 cause the unpaid wages of the employee to continue as a
26 penalty from the due date thereof at the same rate until paid or until an action therefore is
27 commenced, but the wages shall not continue for more than thirty (30) days.
28

1 201. At all relevant times, Defendants employed a policy and practice whereby
2 Plaintiff and the Aggrieved Employees were not paid all wages due and owing upon separation
3 of employment within the time required by Labor Code §§ 201 and 202.

4 202. Also, at all relevant times, Defendants engaged in the practice of failing to pay all
5 wages due and owing to Plaintiff and the Aggrieved Employees upon separation of employment,
6 including, but not limited to, minimum, regular, and overtime wages, vacation wages, as well as
7 meal and rest period premiums.

8 203. Additionally, at all relevant times, Defendants failed to pay all mandated sick
9 wages owed to the Aggrieved Employees at the proper rate of pay.

10 204. Labor Code § 246(l)(1) provides that paid sick time for non-exempt employees
11 must be “calculated in the same manner as the regular rate of pay for the workweek in which the
12 employee uses paid sick time, whether or not the employee actually works overtime in that
13 workweek.” Additionally, Labor Code § 246(l)(2) states that the paid sick time must be
14 “calculated by dividing the employee’s total wages, not including overtime premium pay, by the
15 employee’s total hours worked in the full pay periods of the prior 90 days of employment.”

16 205. Here, Plaintiff and the Aggrieved Employees were compensated on an hourly
17 basis plus additional compensation in the form of shift differentials and/or nondiscretionary
18 compensation. However, on the occasions that the Aggrieved Employees took sick time and
19 received paid sick leave, Defendants only paid sick time at the base rate of pay (not factoring in
20 the additional compensation as required by Labor Code §§ 246(l)(1-2)), leading to unpaid wages
21 at the time of separation of employment.

22 206. Plaintiff alleges that, at all times material to this action, Defendants had a planned
23 pattern and practice of failing to timely pay Plaintiff and the Aggrieved Employees all wages due
24 and owing upon separation of employment as required by Labor Code §§ 201 and 202.

25 207. As a result of the unlawful employment practices alleged herein, Plaintiff, on
26 behalf of the State of California, seeks the assessment of all applicable and available PAGA
27 remedies pursuant to Labor Code § 2699, and seeks to recover all attorneys’ fees, costs, and/or
28 any other damages permitted under PAGA.

1 **NINETEENTH CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR**

3 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

4 (Labor Code § 226)

5 *Against All Defendants*

6 208. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
7 alleged herein.

8 209. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
9 who did not receive proper protections and benefits of the laws governing the provision of
10 accurate itemized wage statements.

11 210. Labor Code § 226(a) requires an employer to provide its employees with itemized
12 wage statements accurately stating gross wages earned, all deductions, net wages earned, the
13 inclusive dates of the pay period, the employee's name and the last four digits of his or her
14 Social Security number (or employee identification number), the name and address of the legal
15 entity that is the employer, and all applicable hourly rates in effect during the pay period and the
16 corresponding number of hours worked at each hourly rate by the employee.

17 211. Defendants violate Labor Code § 226(a) every pay period with respect to Plaintiff
18 and the Aggrieved Employees due to violations including: failure to accurately state total hours
19 worked (for example, the wage statements failed to accurately reflect the compensable hours
20 worked); failure to accurately state gross wages earned; failure to accurately state all deductions;
21 failure to accurately state net wages earned; failure to state the applicable hourly rates (including
22 the accurate overtime rate of pay); and failure to accurately state the corresponding number of
23 hours worked at each hourly rate.

24 212. Moreover, Defendants' wage statements directly violated Labor Code § 226(a)
25 each period due to the failure to pay and report premium wages for denied meal periods and rest
26 breaks under § 226.7.

27 213. Therefore, Defendants violate Labor Code § 226(a) every pay period with respect
28 to Plaintiff and the Aggrieved Employees because Defendants failed to provide a wage statement

1 to Plaintiff and the Aggrieved Employees that complied with the requirements of § 226(a).

2 214. Unlike class action claims, a PAGA plaintiff need not meet the “injury” and
3 “knowing and intentional” violation requirements of Labor Code § 226(e). See *Lopez v. Friant*
4 & Associates, LLC (2017) 15 Cal.App.5th 773, 788 (“a plaintiff seeking civil penalties under
5 PAGA for a violation of section 226(a) does not have to satisfy the “injury” and “knowing and
6 intentional” requirements of section 226(e)(1)”)”; see also, *Lawson v. ZB, N.A.* (2017) 18
7 Cal.App.5th 705, 722 (“the scienter requirement [of § 226(e)] has no application in a PAGA
8 claim for violation of [§ 226(a)]”).

9 215. As a result of the unlawful employment practices alleged herein, Plaintiff, on
10 behalf of the State of California, seeks the assessment of all applicable and available PAGA
11 remedies pursuant to Labor Code § 2699, and seeks to recover all attorneys’ fees, costs, and/or
12 any other damages permitted under PAGA.

13 **VII. PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff, on behalf of himself, on a representative basis, and all others
15 similarly situated, prays for judgment and relief against Defendants, jointly and severally, as
16 follows:

- 17 1. That the First through Tenth Causes of Action be certified as a class action;
- 18 2. That Plaintiff be appointed as Class Representative;
- 19 3. That counsel for Plaintiff be appointed Class Counsel;
- 20 4. For all applicable statutory penalties recoverable under the First through Tenth
21 Causes of Action to the extent permitted by law, including those pursuant to Labor Code and
22 Orders of the Industrial Welfare Commission;
- 23 5. As to the Eleventh through Nineteenth Causes of Action, the assessment of all
24 applicable and available remedies under PAGA;
- 25 6. For reasonable attorneys’ fees and costs as permitted under PAGA;
- 26 7. For reasonable attorneys’ fees, costs of suit, and interest to the extent permitted by
27 law, including those pursuant to the Labor Code;
- 28

1 8. For restitution as provided by the Labor Code and Business and Professions Code
2 § 17200, *et seq.*;

3 9. For a declaratory judgment that Defendants have violated Labor Code §§ 200,
4 201, 202, 203, 204, 208, 210, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558,
5 1194, 1197, 1198, 1199, and 2802, among other sections inadvertently omitted;

6 10. For an award of damages in the amount of unpaid compensation including, but
7 not limited to, unpaid wages, benefits, and penalties according to proof, including interest
8 thereon;

9 11. For pre- and post-judgment interest; and

10 12. For such other relief as the Court deems just and proper.

11 **DEMAND FOR JURY TRIAL**

12 WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, hereby
13 demands a jury trial as to the First through Tenth Causes of Action pled herein.

14
15 Dated: May 1, 2026

LAUBY, MANKIN & LAUBY LLP

16
17 BY:



Brian J. Mankin, Esq.
Peter J. Carlson, Esq.
Attorneys for Plaintiff

PROOF OF SERVICE
(Pursuant to CCP §§ 1013(a)(1) and 2015.5)

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

I am employed in the County of Riverside, State of California. I am over the age of 18 and not a party to the within action; my business address is 5198 Arlington Avenue, PMB 513, Riverside, CA 92504.

On May 11, 2026, I caused to be served the foregoing document(s) described as follows:

FIRST AMENDED COMPLAINT

I declare that I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the 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 one day after date of deposit for mailing in affidavit.

☐ **By Mail** I deposited such envelope in the mail at Riverside, California. The envelope was mailed with postage thereon fully prepaid.

☐ **By Facsimile** I sent this document via fax to all parties as listed on attached service list, on

☐ **By Overnight Service** I deposited such envelope in a facility regularly maintained by the United Parcel Service for receipt of items for overnight delivery, with overnight delivery expenses prepaid, addressed to the person to be served.

☒ **By Email or Electronic Transmission:** Pursuant to CCP § 1010.6 or an agreement of the parties to accept service by email or electronic transmission, I caused the document(s) to be sent from email address tracie@lmlfirm.com to the persons at the electronic notification address listed in the service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was not successful.

☐ **By Certified Mail-Return Receipt Requested** I caused such envelope with postage fully prepaid thereon, to be placed in the United States mail at Riverside, California

☐ **By Personal Service** I caused said document(s) to be personally served by hand on the parties listed on the attached service list.

☒ **State** I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on May 11, 2026, Riverside, California.

☐ **Federal** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.



Tracie Chiarito, Declarant

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