

Assigned for all purposes to: Spring Street Courthouse, Judicial Officer: William Highberger

**DENIS & RASI, PC**

Paul J. Denis: SBN 279026

Ethan E. Rasi: SBN 289848

38 Corporate Park

Irvine, CA 92606

Tel: (714) 242-4557 | Fax: (213) 443-9601

pdenis@denisrasilaw.com | erasi@denisrasilaw.com

**LAW OFFICE OF**

**ROBERT W. SKRIPKO, JR., PC**

Robert W. Skripko, Jr.: SBN 151226

38 Corporate Park

Irvine, CA 92606

Tel: (949) 476-2000; Fax: (949) 476-2007

rwscripko@skripkolaw.com

Attorneys for Plaintiffs and putative Class-PAGA Representatives,  
VICTOR GAMEZ and MARIO RUIZ, individually and on behalf  
of all those similarly situated, as well as fellow Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE  
[CLASS-PAGA ACTION]**

VICTOR GAMEZ and MARIO RUIZ,  
individually, and on behalf of all others  
similarly situated, as well as fellow Aggrieved  
Employees;

Plaintiff,

vs.

AMCOM, a California Corporation; SAREEN  
INCORPORATED, a California Corporation;  
MEL-O-DEE ICE CREAM, INC., a California  
Corporation; FARHAD KARAMATI, an  
individual; MEHRAN SAHABI, an individual;  
JAY SARIN, an individual; and DOES 1  
through 25, inclusive,

Defendants

CASE NO.: **23STCV04520**

[CLASS-PAGA ACTION]

JUDGE:

DEPT:

**CLASS-PAGA ACTION COMPLAINT FOR:**

- 1. FAILURE TO PAY ALL EARNED WAGES**
- 2. FAILURE TO PAY ALL EARNED OVERTIME WAGES**
- 3. FAILURE TO PERMIT PAID 10 MINUTE REST PERIODS**
- 4. FAILURE TO PROVIDE 30 MINUTE MEAL PERIODS**
- 5. FAILURE TO TIMELY PAY ALL EARNED WAGES AND COMPENSATION**
- 6. FAILURE TO PAY ALL EARNED WAGES AND COMPENSATION UPON TERMINATION**
- 7. FAILURE TO PROVIDE LAWFUL WAGE STATEMENTS**

8. **FAILURE TO PROVIDE WAGE THEFT PREVENTION ACT NOTICE**
9. **UNLAWFUL MANDATE FOR EXECUTION OF RELEASE**
10. **FAILURE TO INDEMNIFY FOR WORK-RELATED EXPENSES**
11. **FAILURE TO PERMIT INSPECTON AND COPYING OF RECORDS**
12. **UNLAWFUL RESTRICTION OF WAGE DISCLOSURE - WORKING CONDITIONS**
13. **UNFAIR BUSINESS PRACTICES**
14. **PRIVATE ATTORNEY GENERAL ACT**

Plaintiffs and putative Class-PAGA Representatives, VICTOR GAMEZ and MARIO RUIZ (“Plaintiffs”) individually and on behalf of all other similarly situated employees, alleges:

### **PARTIES AND JURISDICTION**

1. Plaintiffs VICTOR GAMEZ and MARIO RUIZ are adult persons who are domiciled in the State of California. They bring this action individually and on behalf of all present and former non-exempt individuals (excluding clerical and administrative personnel) who worked for defendants, AMCOM, SAREEN INCORPORATED, MEL-O-DEE ICE CREAM, INC., FARHAD KARAMATI, MEHRAN SAHABI, and/or JAY SARIN, and DOES 1 through 25, inclusive, (collectively “Defendants”) in the State of California, at any time during the period of four years prior to the filing of the Complaint in this action up to the present. (hereinafter the “Class” or “Class Members”)(hereinafter the period of time of four years prior to the filing of the Complaint in this action up to, and including, the present, shall be referred to as the “Class Period”)

2. The “Class” is comprised of the following Sub-Classes:

(a) Unpaid Wages and Compensation Sub-Class: Those members of the Class who earned wages and/or compensation associated with their work for Defendants at any time during the Class Period;

(b) Overtime Subclass: Those members of the Class who, associated with their work for Defendants, worked in excess of 8 hours in a day, in excess of 40 hours in a given work week, in excess of 12 hours in a day; and/or worked on the seventh consecutive day of a work week, at any time during the Class Period;

1 (c) Rest Period Sub-Class: Those members of the Class who, associated with their  
2 work for Defendants, worked in excess of 4 hours a day and/or those members of the Class who  
3 worked in excess of 6 hours a day, at any time during the Class Period;

4 (d) Meal Period Sub-Class: Those members of the Class who, associated with their  
5 work for Defendants, worked in excess of 5 hours a day and/or who worked in excess of 10 hours a  
6 day, at any time during the Class Period;

7 (e) Untimely Payment of Wages-Compensation Sub-Class: Those members of the  
8 Class who were paid wages and compensation by Defendants at any time during the Class Period;

9 (f) Waiting Time Sub-Class: Those members of the Class who were terminated or  
10 quit from the employ of Defendants at any time during the period of three years prior to filing the  
11 action, up to and including the present Class Period;

12 (g) Wage-Statement Sub-Class: Those members of the Class who Defendants  
13 provided a wage statement at any time during the period of one year prior to filing the action, up to  
14 and including the present;

15 (h) Wage Theft Protection Notice Sub-Class: Those members of the Class who  
16 performed work for Defendants at any time during the Class Period;

17 (i) Release Execution Sub-Class: Those members of the Class who performed  
18 work for Defendants at any time during the Class Period;

19 (j) Wage Disclosure Sub-Class: Those members of the Class who performed work  
20 for Defendants at any time after during the Class Period;

21 (k) Working Condition Disclosure Sub-Class: Those members of the Class who  
22 performed work for Defendants at any time after during the Class Period;

23 (l) Equipment Reimbursement Sub-Class: Those members of the Class who  
24 incurred expenditures in the discharge of their duties for Defendant at any time during the Class  
25 Period;

26 (m) Records-Personnel File Subclass: Those members of the Class who performed  
27 work for Defendants at any time during the Class Period;

1           3.       Plaintiffs are informed, believe, and thereon allege that Defendants were and are doing  
2 business and maintain minimum contacts in the County of Los Angeles, as well as other counties in  
3 the State of California, during the Class Period.

4           4.       Plaintiffs are informed, believe, and thereon allege that AMCOM, is a corporation  
5 formed in the State of California, with its principal office in the City of Industry, California.

6           5.       Plaintiffs are informed, believe, and thereon allege that SAREEN INCORPORATED,  
7 is a corporation formed in the State of California, with its principal office in Santa Ana, California.

8           6.       Plaintiffs are informed, believe, and thereon allege that MEL-O-DEE ICE CREAM,  
9 INC., is a corporation formed in the State of California, with its principal office in Downey,  
10 California.

11          3.       Plaintiffs are informed, believe, and thereon allege that FARHAD KARAMATI, is a  
12 natural person, who was, and is, at all times pertinent hereto, an owner, director, officer, and/or  
13 managing agent, acting on behalf of Defendants. As used herein, the term “managing agent” has the  
14 same meaning as set forth in California Civil Code § 3294(b) and California Labor Code § 558.1, and  
15 who, along with Defendants, violated, or caused to be violated, provisions of the California Labor  
16 Code regulating hours and days of work in a Wage Order of the Industrial Welfare Commission.

17          4.       Plaintiffs are informed, believe, and thereon allege that MEHRAN SAHABI, is a natural  
18 person, who was, and is, at all times pertinent hereto, an owner, director, officer, and/or managing  
19 agent, acting on behalf of Defendants. As used herein, the term “managing agent” has the same meaning  
20 as set forth in California Civil Code § 3294(b) and California Labor Code § 558.1, and who, along with  
21 Defendants, violated, or caused to be violated, provisions of the California Labor Code regulating hours  
22 and days of work in a Wage Order of the Industrial Welfare Commission.

23          5.       Plaintiffs are informed, believe, and thereon allege that JAY SARIN, is a natural  
24 person, who was, and is, at all times pertinent hereto, an owner, director, officer, and/or managing  
25 agent, acting on behalf of Defendants. As used herein, the term “managing agent” has the same  
26 meaning as set forth in California Civil Code § 3294(b) and California Labor Code § 558.1, and who,  
27 along with Defendants, violated, or caused to be violated, provisions of the California Labor Code  
28 regulating hours and days of work in a Wage Order of the Industrial Welfare Commission.

1           6.       Plaintiffs are informed, believe, and thereon allege that at all times pertinent hereto,  
2 Defendants, Does 15 through 25, were individuals and citizens of the State of California, and were at  
3 all times pertinent hereto, an owner, director, officer, and/or managing agent, acting on behalf of  
4 Defendants. As used herein, the term “managing agent” has the same meaning as set forth  
5 in California Civil Code § 3294(b) and California Labor Code § 558.1., and who, along with  
6 Defendants, violated, or caused to be violated, provisions of the California Labor Code regulating  
7 hours and days of work in a Wage Order of the Industrial Welfare Commission.

8           7.       Plaintiffs are ignorant of the true names and capacities of Defendant Does 1 through  
9 25, inclusive, and, by reason thereof, sue said Defendants by their fictitious names. Plaintiffs will  
10 amend this complaint to allege the true names and capacity of said Doe Defendants when same have  
11 been fully and finally ascertained.

12           8.       Plaintiffs are informed, believe, and thereon allege that, as various times from the  
13 commencement of their employment, up to and including the present, they were employed by each of  
14 the Defendants, and Does 1 through 25, and that their respective wage statements reflected same.

15           9.       Pursuant to the terms of the applicable Wage Order, at no time relevant hereto was  
16 Plaintiff, or any fellow member of the Class, properly classified as an exempt managerial,  
17 administrative, or professional employee. Plaintiffs are informed, believe, and thereon allege that  
18 neither they nor any fellow member of the Class spent more than one-half of their time working on  
19 managerial, administrative, or professional tasks during the Class Period.

20           10.      On behalf of the Class and the general public, Plaintiff seeks to enforce the public  
21 policy favoring compliance with labor and workplace safety and working condition standards  
22 expressed under, inter alia, Labor Code § 90.5, to wit: “It is the policy of this state to vigorously  
23 enforce minimum labor standards in order to ensure employees are not required or permitted to work  
24 under substandard unlawful conditions, and to protect employers who comply with the law from  
25 those who attempt to gain competitive advantage at the expense of their workers by failing to comply  
26 with minimum labor standards.” Plaintiff alleges that the aforementioned conduct of Defendants  
27 violates an important right affecting the public interest, as such phrase is used in Code of Civil  
28 Procedure §1021.5.

11. Plaintiffs are informed, believe, and thereon allege that Defendants and Does 1 through 25, specifically authorized, directed or participated in the violations of California Business and Professions Code, California Labor Code and applicable Industrial Welfare Commission Wage Order, against Plaintiffs and the Class, as set forth herein, and an ordinarily prudent person, knowing what the directors knew at that time, would not have acted similarly under the circumstances.

## VENUE AND JURISDICTION

12. Plaintiffs are informed, believe, and thereon allege that two-thirds (2/3) or more of the members of the proposed Class in the aggregate, at all times pertinent hereto, including, but not limited to, the period from four years prior to commencement of this action to the present, have been, and continue to be, citizens of the forum state, California, the state in which this action was originally filed.

13. Plaintiffs are informed, believe, and thereon allege that Defendants are primary defendants in this action.

14. Plaintiffs are informed, believe, and thereon allege that Defendants acts and omissions, as alleged herein, form a significant basis for the claims asserted by Plaintiffs, as well as their fellow Class members and Aggrieved Employees, in this action.

15. Plaintiffs are informed, believe, and thereon allege that Plaintiffs, as well as their fellow Class members and Aggrieved Employees, are seeking significant relief from Defendants.

16. Plaintiffs are informed, believe, and thereon allege that the principal injuries sustained by Plaintiffs, as well as their fellow Class members and Aggrieved Employees,, as alleges herein, resulted from, inter alia, the conduct of Defendants, and were incurred in the forum state of California.

17. Plaintiffs are informed, believe, and thereon allege that the claims asserted in this action do not involve matters of national or interstate interest; rather, this Class action involves a local controversy of the forum state - California.

18. Plaintiffs are informed, believe, and thereon allege that the claims asserted in this action will be governed exclusively by the laws of the forum state - California - the state in which this action is originally filed.

19. Plaintiffs are informed, believe, and thereon allege that this action is brought in the Los Angeles County Superior Court for the State of California as said forum has a distinct nexus with Plaintiffs, as well as their fellow Class members and Aggrieved Employees, and Aggrieved Employees, the harm alleged, as well as Defendants.

20. Plaintiffs are informed, believe, and thereon allege that, at all times mentioned herein, the aggregate of the individuals who comprise the Class and are citizens from the forum State of California, the state in which the action was originally filed, is substantially larger than the number of citizens from any other state, and the citizenship of the other members of the Class is dispersed among a substantial number of states.

21. Plaintiffs are informed, believe, and thereon allege that, at all times mentioned herein, the claims alleged in this action, and the causes of action derived therefrom, do not involve federal question(s).

22. At times pertinent hereto, Plaintiffs, as well as their fellow Class members and Aggrieved Employees, and Aggrieved Employees, as employees of Defendants, performed work, and Defendants' liability arose, in the County of Los Angeles, and other counties throughout the State of California.

23. Venue is appropriate in Los Angeles County in that venue in a failure to pay wages claim against an employer is proper in the location where the work was performed. (*Owens v. Paraco, Inc.* (1958) 160 Cal.App.2d 824). Defendants' liability arose in Los Angeles County, and other counties throughout California, where they committed violations of applicable provisions of the California Business and Professions Code, California Labor Code, and applicable Industrial Welfare Commission Wage Orders, as detailed herein.

**JOINT EMPLOYER**

24. Plaintiffs are informed, believe, and thereon allege that, at all times mentioned herein, the named Defendants, Does 1 through 25, and each of them, were acting as the agent and/or employee of each remaining defendant, and were acting within the course and scope of said principal-agency and/or employment relationship, and directed, authorized and/or ratified the conduct set forth in detail herein. Plaintiffs are further informed, believes, and thereon alleges that each of the

1 fictitiously named Defendants is responsible in some manner for the occurrences herein alleged and  
2 that the damages sustained by Plaintiffs, as well as their fellow Class members and Aggrieved  
3 Employees,, as herein alleged, were proximately caused by such Defendants, and each of them.

4 25. Plaintiffs are informed, believe, and thereon allege that Defendants were, at all times  
5 pertinent hereto, joint employers of the named Plaintiff, and other members of the Class, as they  
6 exercised joint control over and/or right to assign, place and/or supervise the Class Members' work or  
7 working conditions, maintained joint authority to hire and fire employees, supervised and controlled  
8 employee work schedules and employment conditions, determined rate and method of payment,  
9 and/or jointly maintained employment records.

10 26. Plaintiffs are informed, believe, and thereon allege that at all times relative hereto,  
11 Plaintiffs, as well as their fellow Class Members and Aggrieved Employees, performed work that  
12 simultaneously benefitted Defendants.

13 27. Plaintiffs are informed, believe, and thereon allege that at all times pertinent hereto,  
14 there existed an arrangement between Defendants to share the employee's services, and each  
15 Defendant acted, either directly or indirectly, in the interest of their fellow Defendants in relation to  
16 the employment of Plaintiffs, as well as their fellow Class Members and Aggrieved Employees.

17 **ALTER EGO – AGENCY**

18 28. Plaintiffs are informed, believe, and thereon allege that there exists, and at all times  
19 herein mentioned there existed, a unity of interest and ownership between Defendants and Does 1-25,  
20 inclusive, such that any corporate individuality and separateness between said parties has ceased and  
21 that Defendants are the alter ego of each other Defendant, in that the businesses of Defendants are so  
22 completely dominated, controlled, managed, and operated by their fellow Defendants, that the  
23 Defendants function as a mere instrumentalities through which their fellow Defendants conduct their  
24 business.

25 29. Plaintiffs are informed, believe, and thereon allege that adherence to the fiction of the  
26 existence of Defendants as entities separate and distinct from their fellow Defendants would permit  
27 an abuse of the corporate/limited liability company privilege and would sanction fraud and promote  
28 injustice in that Plaintiffs, as well as their fellow Class Members and Aggrieved Employees, could be

1 denied a full recovery in the event that the assets of Defendants are insufficient to satisfy a judgment  
2 entered against them in this action. The corporate/limited liability company veil established by  
3 Defendants should be pierced and the alter ego doctrine applied in the context of this action.

4 30. Plaintiffs are informed, believe, and thereon allege that Defendants are individuals,  
5 directors, officers and shareholders of their fellow Defendants, who influence and govern their fellow  
6 Defendants, and/or were actors in the course of the conduct constituting the abuse of the  
7 corporate/limited liability company privilege, treating their fellow Defendants, as their alter ego,  
8 rather than as a separate entity, failing, inter alia, to contribute capital, issue stock, or otherwise  
9 complete formation of the corporation, using corporate assets as their own, commingling  
10 corporate/limited liability company funds with their personal funds, and/or failing to observe  
11 corporate/limited liability company formalities. Further, Defendant utilized their fellow Defendants  
12 to circumvent the applicable provisions, and frustrate the statutory policies, of the California Business  
13 and Professions Code, California Labor Code and applicable Industrial Welfare Commission Wage  
14 Orders, as set forth herein.

15 31. Plaintiffs are informed, believe, and thereon allege that it would sanction a fraud or  
16 promote an injustice to uphold the corporate/limited liability company entities of Defendants, and  
17 allow the shareholders of Defendants, to escape personal liability for his/her/their debts to Plaintiffs,  
18 as well as their fellow Class members and Aggrieved Employees,, as well as the Aggrieved  
19 Employees.

20 32. Plaintiffs are informed, believe, and thereon allege that Defendants, specifically  
21 authorized, directed or participated in the violations of California Business and Professions Code,  
22 California Labor Code and applicable Industrial Welfare Commission Wage Orders, against  
23 Plaintiffs, as well as their fellow Class members and Aggrieved Employees, and Aggrieved  
24 Employees, as set forth herein, and an ordinarily prudent person, knowing what the directors knew at  
25 that time, would not have acted similarly under the circumstances.

26 **APPLICABLE WAGE AND HOUR STANDARDS**

27 33. At all times pertinent hereto, California Business and Professions Code §17200  
28 provided in pertinent part: “As used in this chapter, unfair competition shall mean and include any

1 unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading  
2 advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of  
3 Division 7 of the Business and Professions Code.”

4 34. At all times pertinent hereto, California Business and Professions Code §17201  
5 provided in pertinent part: “As used in this chapter, the term person shall mean and include natural  
6 persons, corporations, firms, partnerships, joint stock companies, associations and other organizations  
7 of persons.”

8 35. At all times pertinent hereto, California Business and Professions Code §17202  
9 provided in pertinent part: “Notwithstanding Section 3369 of the Civil Code, specific or preventive  
10 relief may be granted to enforce a penalty, forfeiture, or penal law in a case of unfair competition.”

11 36. At all times pertinent hereto, California Business and Professions Code §17203  
12 provided in pertinent part: “Any person who engages, has engaged, or proposes to engage in unfair  
13 competition may be enjoined in any court of competent jurisdiction. The court may make such orders  
14 or judgments, including the appointment of a receiver, as may be necessary to prevent the use or  
15 employment by any person of any practice which constitutes unfair competition, as defined in this  
16 chapter, or as may be necessary to restore to any person in interest any money or property, real or  
17 personal, which may have been acquired by means of such unfair competition. Any person may  
18 pursue representative claims or relief on behalf of others only if the claimant meets the standing  
19 requirements of Section 17204 and complies with Section 382 of the Code of Civil Procedure...”

20 37. At all times pertinent hereto, California Business and Professions Code §17205  
21 provided in pertinent part: “Unless otherwise expressly provided, the remedies or penalties provided  
22 by this chapter are cumulative to each other and to the remedies or penalties available under all other  
23 laws of this state.”

24 38. At all times pertinent hereto, pursuant to California law, including, but not limited to,  
25 Labor Code § 1197-1198, it was unlawful to pay less than the wage established by law or to employ  
26 persons in excess of the hours fixed by the Industrial Welfare Commission ("IWC") or under  
27 conditions prohibited by the Industrial Wage Commission Wage Orders codified at 8 Cal. Code Reg.,  
28 Division 1 (the "IWC Wage Orders").

1           39.     At all times pertinent hereto, 8 Cal. Code Reg. ("CCR") section 11070 (Industrial  
2 Welfare Commission, Industry and Occupation Orders, Wage Order (the "Wage Order"), which  
3 applies to Plaintiffs, as well as their fellow Class members and Aggrieved Employees' employment  
4 with Defendants, required that each non-exempt employee working at least 3.5 hours must be given a  
5 paid rest period of not less than ten consecutive minutes, uninterrupted, where the employee is  
6 relieved of all duties; and a second rest period of not less than ten consecutive minutes be given to  
7 each non-exempt employee working at least six hours in any given workday.

8           40.     At all times pertinent hereto, the Wage Order required that each employee working at  
9 least five hours must be given a paid or unpaid meal period of not less than thirty consecutive  
10 minutes, uninterrupted, where the employee is relieved of all job duties; and that a second meal  
11 period of not less than thirty consecutive minutes, uninterrupted, be given to each employee working  
12 at least ten hours in any given workday. Further, unless the employee is relieved of all duty during a  
13 thirty (30) minute meal period, the meal period shall be considered an "on duty" meal period and  
14 counted as time worked. An "on duty" meal period shall be permitted only when the nature of the  
15 work prevents an employee from being relieved of all duty and when by written agreement between  
16 the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the  
17 employee may, in writing, revoke the agreement at any time.

18           41.     At all times pertinent hereto, Labor Code § 200 defined "wages" as including all  
19 amounts for labor performed by employees of every description, whether the amount is fixed or  
20 ascertained by the standard of time, task, piece, commission basis, or other method of calculation.

21           42.     At all times pertinent hereto, Labor Code § 201 provided that if an employer  
22 discharges an employee, the wages earned and unpaid at the time of discharge are due and payable  
23 immediately.

24           43.     At all times pertinent hereto, Labor Code § 202 provided that if an employee not  
25 having a written contract for a definite period quits their employment, their wages shall become due  
26 and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous  
27 notice of their intention to quit, in which case the employee is entitled to their wages at the time of  
28 quitting.

1           44.     At all times pertinent hereto, Labor Code § 203 provided that an employer who  
2 willfully fails to pay, without abatement or reduction, in accordance with Labor Code §§ 201 and  
3 202, any wages of an employee who is discharged or who quits, the wages of the employee shall  
4 continue as a penalty from the due date thereof at the same rate until paid or until an action therefore  
5 is commenced; but the wages shall not continue for more than thirty (30) days.

6           45.     At all times pertinent hereto, Labor Code § 204 provided that all wages, other than  
7 those mentioned in Labor Code §§ 201, 202, 204.1, or 204.2, earned by any person in any  
8 employment, are due and payable twice during each calendar month, on days designated in advance  
9 by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive,  
10 of any calendar month shall be paid for between the 16th and the 26th day of the month during which  
11 the labor was performed, and labor performed between the 16<sup>th</sup> and the last day, inclusive, of any  
12 calendar month, shall be paid for between the 1st and 10th day of the following month.

13           46.     At all times pertinent hereto, Labor Code § 206.5 provided in pertinent part: (a) An  
14 employer shall not require the execution of a release of a claim or right on account of wages due, or  
15 to become due, or made as an advance on wages to be earned, unless payment of those wages has  
16 been made. A release required or executed in violation of the provisions of this section shall be null  
17 and void as between the employer and the employee. Violation of this section by the employer is a  
18 misdemeanor. (b) For purposes of this section, execution of a release includes requiring an employee,  
19 as a condition of being paid, to execute a statement of the hours they worked during a pay period  
20 which the employer knows to be false.

21           47.     At all times pertinent hereto, Labor Code §216 provided in pertinent part: "In addition  
22 to any other penalty imposed by this article, any person, or an agent, manager, superintendent, or  
23 officer thereof is guilty of a misdemeanor, who: (a) Having the ability to pay, willfully refuses to pay  
24 wages due and payable after demand has been made. (b) Falsely denies the amount or validity  
25 thereof, or that the same is due, with intent to secure for himself, their employer or other person, any  
26 discount upon such indebtedness, or with intent to annoy, harass, oppress, hinder, delay, or defraud,  
27 the person to whom such indebtedness is due."

1           48.     At all times relevant hereto, Labor Code § 218 provided, in pertinent part: "...Nothing  
2 in this article shall limit the right of any wage claimant to sue directly or through an assignee for any  
3 wages or penalty due him under this article."

4           49.     At all times relevant hereto, Labor Code § 218.5 provided, in pertinent part: "(a) In  
5 any action brought for the nonpayment of wages, fringe benefits, or health and welfare or pension  
6 fund contributions, the court shall award reasonable attorney's fees and costs to the prevailing party if  
7 any party to the action requests attorney's fees and costs upon the initiation of the action. However, if  
8 the prevailing party in the court action is not an employee, attorney's fees and costs shall be awarded  
9 pursuant to this section only if the court finds that the employee brought the court action in bad  
10 faith...."

11           50.     At all times relevant hereto, Labor Code § 218.6 provided: "In any action brought for  
12 the nonpayment of wages, the court shall award interest on all due and unpaid wages at the rate of  
13 interest specified in subdivision (b) of Section 3289 of the Civil Code, which shall accrue from the  
14 date that the wages were due and payable as provided in Part 1 (commencing with Section 200) of  
15 Division 2."

16           51.     At all times pertinent hereto, Labor Code § 226 provided in pertinent part:

17           "(a) An employer, semimonthly or at the time of each payment of wages, furnish each of their  
18 employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or  
19 separately when wages are paid by personal check or cash, an itemized statement in writing showing:  
20 (1) gross wages earned, (2) total hours worked by the employee, . . . (4) all deductions, provided, that  
21 all deductions made on written orders of the employee may be aggregated and shown as one item, (5)  
22 net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of  
23 the employee and their social security number, (8) the name and address of the legal entity that is the  
24 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding  
25 number of hours worked at each hourly rate by the employee."

26           (b)     An employer that is required by this code or any regulation adopted pursuant to this  
27 code to keep the information required by subdivision (a) [i.e. wage statements] shall afford current  
28 and former employees the right to inspect or copy the records pertaining to that current or former

1 employee, upon reasonable request to the employer. The employer may take reasonable steps to  
2 assure the identity of a current or former employee. If the employer provides copies of the records,  
3 the actual cost of reproduction may be charged to the current or former employee.

4 (c) An employer who receives a written or oral request to inspect or copy records  
5 pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request  
6 as soon as practicable, but no later than 21 calendar days from the date of the request. A violation of  
7 this subdivision is an infraction. Impossibility of performance, not caused by or a result of a violation  
8 of law, shall be an affirmative defense for an employer in any action alleging a violation of this  
9 subdivision. An employer may designate the person to whom a request under this subdivision will be  
10 made.”

11 52. At all times pertinent hereto, Labor Code § 226.3 provided:

12 “Any employer who violates subdivision (a) of Section 226 shall be subject to a civil  
13 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial  
14 citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation,  
15 for which the employer fails to provide the employee a wage deduction statement or fails to keep the  
16 records required in subdivision (a) of Section 226. The civil penalties provided for in this section are  
17 in addition to any other penalty provided by law. In enforcing this section, the Labor Commissioner  
18 shall take into consideration whether the violation was inadvertent, and in his or her discretion, may  
19 decide not to penalize an employer for a first violation when that violation was due to a clerical error  
20 or inadvertent mistake.”

21 53. At all times pertinent hereto, Labor Code § 226.7 provided in pertinent part:

22 “...(b) An employer shall not require an employee to work during a meal or rest or recovery  
23 period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the  
24 Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division  
25 of Occupational Safety and Health.

26 (c) If an employer fails to provide an employee a meal or rest or recovery period in  
27 accordance with a state law, including, but not limited to, an applicable statute or applicable  
28 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and

1 Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay  
2 the employee one additional hour of pay at the employee's regular rate of compensation for each  
3 workday that the meal or rest or recovery period is not provided.

4 (d) A rest or recovery period mandated pursuant to a state law, including, but not limited to,  
5 an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare  
6 Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational  
7 Safety and Health, shall be counted as hours worked, for which there shall be no deduction from  
8 wages. This subdivision is declaratory of existing law.

9 54. At all times pertinent hereto, Labor Code § 226.7 provided:

10 No employer may do any of the following:

11 (a) Require, as a condition of employment, that an employee refrain from disclosing the  
12 amount of his or her wages.

13 (b) Require an employee to sign a waiver or other document that purports to deny the  
14 employee the right to disclose the amount of his or her wages.

15 (c) Discharge, formally discipline, or otherwise discriminate against an employee who  
16 discloses the amount of his or her wages.

17 55. At all times pertinent hereto, Labor Code § 232.5 provided in pertinent part:

18 No employer may do any of the following:

19 (a) Require, as a condition of employment, that an employee refrain from disclosing  
20 information about the employer's working conditions.

21 (b) Require an employee to sign a waiver or other document that purports to deny the  
22 employee the right to disclose information about the employer's working conditions.

23 (c) Discharge, formally discipline, or otherwise discriminate against an employee who  
24 discloses information about the employer's working conditions....”

25 56. At all times pertinent hereto, the applicable Industrial Welfare Commission Wage  
26 Order and Labor Code § 510 provided in pertinent part:

27 “(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours  
28 in one workday and any work in excess of 40 hours in any one workweek and the first eight hours

1 worked on the seventh day of work in any one workweek shall be compensated at the rate of no less  
2 than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours  
3 in one day shall be compensated at the rate of no less than twice the regular rate of pay for an  
4 employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be  
5 compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this  
6 section requires an employer to combine more than one rate of overtime compensation in order to  
7 calculate the amount to be paid to an employee for any hour of overtime work....”

8 57. At all times pertinent hereto, Labor Code § 512 provided in pertinent part:

9 “(a) An employer shall not employ an employee for a work period of more than five hours per  
10 day without providing the employee with a meal period of not less than 30 minutes, except that if the  
11 total work period per day of the employee is no more than six hours, the meal period may be waived  
12 by mutual consent of both the employer and employee. An employer shall not employ an employee  
13 for a work period of more than 10 hours per day without providing the employee with a second meal  
14 period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the  
15 second meal period may be waived by mutual consent of the employer and the employee only if the  
16 first meal period was not waived....”

17 58. At all times pertinent hereto, Labor Code § 558 provided in pertinent part:

18 “(a) Any employer or other person acting on behalf of an employer who violates, or causes  
19 to be violated, a section of this chapter or any provision regulating hours and days of work in any  
20 order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any  
21 initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the  
22 employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each  
23 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period  
24 for which the employee was underpaid in addition to an amount sufficient to recover underpaid  
25 wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

26 59. At all times pertinent hereto, Labor Code § 558.1 provided:

27 “(a) Any employer or other person acting on behalf of an employer, who violates, or causes to  
28 be violated, any provision regulating minimum wages or hours and days of work in any order of the

1 Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7,  
2 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

3 (b) For purposes of this section, the term “other person acting on behalf of an employer” is  
4 limited to a natural person who is an owner, director, officer, or managing agent of the employer, and  
5 the term “managing agent” has the same meaning as in subdivision (b) of Section 3294 of the Civil  
6 Code.

7 (c) Nothing in this section shall be construed to limit the definition of employer under existing  
8 law.”

9 60. At all times relevant hereto, Labor Code § 1174 provided in pertinent part:

10 “Every person employing labor in this state shall:...

11 (c) Keep a record showing the names and addresses of all employees employed and the ages  
12 of all minors.

13 (d) Keep, at a central location in the state or at the plants or establishments at which  
14 employees are employed, payroll records showing the hours worked daily by and the wages paid to,  
15 and the number of piece-rate units earned by and any applicable piece rate paid to, employees  
16 employed at the respective plants or establishments. These records shall be kept in accordance with  
17 rules established for this purpose by the commission, but in any case shall be kept on file for not less  
18 than three years. An employer shall not prohibit an employee from maintaining a personal record of  
19 hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”

20 61. At all times relevant hereto, Labor Code § 1174.5 provided:

21 “Any person employing labor who willfully fails to maintain the records required by  
22 subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of  
23 Section 1174, or to allow any member of the commission or employees of the division to inspect  
24 records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred  
25 dollars (\$500).”

26 62. For the period of January 1, 2018 to the December 31, 2018, the minimum wage for  
27 all industries where the employer had twenty-six (26) employees or more, such as Defendants, was  
28 not less than eleven dollars (\$11.00) per hour. For the period of January 1, 2019 to December 31,

1 2019, the minimum wage for all industries where the employer had twenty-six (26) employees or  
2 more, such as Defendants, was not less than twelve dollars (\$12.00) per hour. For the period of  
3 January 1, 2020 to the present, the minimum wage for all industries where the employer had twenty-  
4 six (26) employees or more, such as Defendants, is not less than thirteen dollars (\$13.00) per hour.

5 63. For the period of January 1, 2018 to December 31, 2018, the minimum wage for all  
6 industries in the County of Los Angeles, where the employer had twenty-six (26) employees or more,  
7 such as Defendants, was not less than thirteen dollars and twenty-five cents (\$13.25) per hour. For the  
8 period of January 1, 2019 to December 31, 2019, the minimum wage for all industries in the County  
9 of Los Angeles, where the employer had twenty-six (26) employees or more, such as Defendants,  
10 was not less than fourteen dollars and twenty-five cents (\$14.25) per hour. For the period of January  
11 1, 2020 to the present, the minimum wage for all industries in the County of Los Angeles, where the  
12 employer has twenty-six (26) employees or more, such as Defendants, is not less than fifteen dollars  
13 (\$15.00) per hour.

14 64. Plaintiffs are informed, believe, and thereon allege that, during the Class Period,  
15 Defendants failed to pay in accordance with minimum wage standards of the various counties and  
16 cities of the State of California in which Plaintiffs, as well as their fellow Class members and  
17 Aggrieved Employees, performed work for Defendants.

18 65. At all times pertinent hereto, Labor Code § 1194 provided, “(a) Notwithstanding any  
19 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or  
20 the legal overtime compensation applicable to the employee is entitled to recover in a civil action the  
21 unpaid balance of the full amount of this minimum wage or overtime compensation, including  
22 interest thereon, reasonable attorney's fees, and costs of suit. (b) The amendments made to this  
23 section by Chapter 825 of the Statutes of 1991 shall apply only to civil actions commenced on or  
24 after January 1, 1992.”

25 66. At all times pertinent hereto, Labor Code § 1194.2 provided in pertinent part: “(a) In  
26 any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a  
27 wage less than the minimum wage fixed by an order of the commission or by statute, an employee  
28 shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid

1 and interest thereon. Nothing in this subdivision shall be construed to authorize the recovery of  
2 liquidated damages for failure to pay overtime compensation. A suit may be filed for liquidated  
3 damages at any time before the expiration of the statute of limitations on an action for wages from  
4 which the liquidated damages arise.”

5 67. At all times pertinent hereto, Labor Code § 1194.3 provided: “An employee may  
6 recover attorney's fees and costs incurred to enforce a court judgment for unpaid wages due pursuant  
7 to this code.”

8 68. At all times pertinent hereto, Labor Code § 1197 provided: “The minimum wage for  
9 employees fixed by the commission or by any applicable state or local law, is the minimum wage to  
10 be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This  
11 section does not change the applicability of local minimum wage laws to any entity.”

12 69. At all times pertinent hereto, Labor Code § 1197.1 provided in pertinent part:

13 “(a) Any employer or other person acting either individually or as an officer, agent, or  
14 employee of another person, who pays or causes to be paid to any employee a wage less than the  
15 minimum fixed by an applicable state or local law, or by an order of the commission, shall be subject  
16 to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any  
17 applicable penalties imposed pursuant to Section 203 as follows:

18 (1) For any initial violation that is intentionally committed, one hundred dollars ((1)  
19 For any initial violation that is intentionally committed, one hundred dollars (\$100) for each  
20 underpaid employee for each pay period for which the employee is underpaid. This amount shall be  
21 in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant  
22 to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.00) for each  
23 underpaid employee for each pay period for which the employee is underpaid. This amount shall be  
24 in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant  
25 to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

26 (2) For each subsequent violation for the same specific offense, two hundred fifty  
27 dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid  
28 regardless of whether the initial violation is intentionally committed. This amount shall be in addition

1 to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2,  
2 and any applicable penalties imposed pursuant to Section 203.

3 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant  
4 to Section 203, recovered pursuant to this section shall be paid to the affected employee.”

5 70. At all times pertinent hereto, Labor Code § 1198 provided: “The maximum hours of  
6 work and the standard conditions of labor fixed by the commission shall be the maximum hours of  
7 work and the standard conditions of labor for employees. The employment of any employee for  
8 longer hours than those fixed by the order or under conditions of labor prohibited by the order is  
9 unlawful.”

10 71. At all times pertinent hereto, Labor Code § 1198.5 provided in pertinent part:  
11 “(a) Every current and former employee, or their or her representative, has the right to inspect  
12 and receive a copy of the personnel records that the employer maintains relating to the employee’s  
13 performance or to any grievance concerning the employee.

14 (b) (1) The employer shall make the contents of those personnel records available for  
15 inspection to the current or former employee, or their or her representative, at reasonable intervals  
16 and at reasonable times, but not later than 30 calendar days from the date the employer receives a  
17 written request... Upon a written request from a current or former employee, or their or her  
18 representative, the employer shall also provide a copy of the personnel records, at a charge not to  
19 exceed the actual cost of reproduction, not later than 30 calendar days from the date the employer  
20 receives the request...

21 (2) (A) For purposes of this section, a request to inspect or receive a copy of personnel  
22 records shall be made in either of the following ways: (i) Written and submitted by the current or  
23 former employee or their or her representative....

24 (c) The employer shall do all of the following: (1) With regard to all employees, maintain a  
25 copy of each employee’s personnel records for a period of not less than three years after termination  
26 of employment.

27 (2) With regard to current employees, make a current employee’s personnel records available  
28 for inspection, and, if requested by the employee or their or her representative, provide a copy

1 thereof, at the place where the employee reports to work, or at another location agreeable to the  
2 employer and the requester. If the employee is required to inspect or receive a copy at a location other  
3 than the place where they reports to work, no loss of compensation to the employee is permitted.

4 (3) (A) With regard to former employees, make a former employee's personnel records  
5 available for inspection, and, if requested by the employee or their or her representative, provide a  
6 copy thereof, at the location where the employer stores the records, unless the parties mutually agree  
7 in writing to a different location. A former employee may receive a copy by mail if they reimburses  
8 the employer for actual postal expenses...."

9 72. At all times pertinent hereto, Labor Code § 2802 provided in pertinent part: "(a) An  
10 employer shall indemnify their or her employee for all necessary expenditures or losses incurred by  
11 the employee in direct consequence of the discharge of their or her duties, or of their or her obedience  
12 to the directions of the employer, even though unlawful, unless the employee, at the time of obeying  
13 the directions, believed them to be unlawful. (b) All awards made by a court ... for reimbursement of  
14 necessary expenditures under this section shall carry interest at the same rate as judgments in civil  
15 actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure  
16 or loss. (c) For purposes of this section, the term "necessary expenditures or losses" shall include all  
17 reasonable costs, including, but not limited to, attorney's fees incurred by the employee enforcing the  
18 rights granted by this section."

19 73. At all times pertinent hereto, Labor Code § 2810.5 provided in pertinent part: "(a) (1)  
20 At the time of hiring, an employer shall provide to each employee a written notice, in the language  
21 the employer normally uses to communicate employment-related information to the employee,  
22 containing the following information: (A) The rate or rates of pay and basis thereof, whether paid by  
23 the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime,  
24 as applicable. (B) Allowances, if any, claimed as part of the minimum wage, including meal or  
25 lodging allowances. (C) The regular payday designated by the employer in accordance with the  
26 requirements of this code. (D) The name of the employer, including any "doing business as" names  
27 used by the employer. (E) The physical address of the employer's main office or principal place of  
28 business, and a mailing address, if different. (F) The telephone number of the employer. (G) The

1 name, address, and telephone number of the employer's workers' compensation insurance carrier. (H)  
2 That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick  
3 leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick  
4 leave; and has the right to file a complaint against an employer who retaliates. (I) Any other  
5 information the Labor Commissioner deems material and necessary....(b) An employer shall notify  
6 their or their employees in writing of any changes to the information set forth in the notice within  
7 seven calendar days after the time of the changes, unless one of the following applies: (1) All changes  
8 are reflected on a timely wage statement furnished in accordance with Section 226. (2) Notice of all  
9 changes is provided in another writing required by law within seven days of the changes....”.

10 74. Plaintiffs, individually and on behalf of all others similarly situated of the Class, and  
11 fellow Aggrieved Employees, seek recovery of wages, restitution, as well as penalties, for each day to  
12 which they and fellow members of the Class, were subject to the unlawful conduct of Defendants, to  
13 wit: denied wages; underpaid for actual hours of work; not compensated at the proper rate for hours  
14 worked; not permitted valid ten (10) consecutive minute, uninterrupted rest periods, relieved of all  
15 job duties; were not provided valid thirty (30) consecutive minute, uninterrupted meal periods,  
16 relieved of all job duties; not timely paid all earned wages and compensation; were provided  
17 inaccurate and incomplete wage statements; not paid all wages earned at the time of the termination  
18 of their employment relationship with Defendants; were not provided a valid written notice compliant  
19 with Labor Code 2810.5; were required by Defendants to execute a statement of the hours they  
20 worked, rest periods permitted, meal periods provided during the pay period, which Defendants knew  
21 to be false; incurred expenses in the discharge of their duties to Defendants for which Defendants  
22 failed to indemnify and reimburse; were not permitted to inspect and/or copy their respective wage  
23 and personnel records; and/or were restricted from disclosing, sign a waiver or other  
24 document that purports to deny the employee the right to disclose, and/or formally disciplined, or  
25 otherwise discriminated against for the disclosure of, the amount of their wages, and/or Defendants'  
26 working conditions.

27 75. Plaintiff, individually and on behalf of all other similarly situated members of the  
28 Class, also seek remedies for unfair competition and unlawful, unfair, or fraudulent business

practices, all of which deprived Plaintiffs, as well as their fellow Class members and Aggrieved Employees, of their proper wages and compensation, in a calculated effort by Defendants to illegally reduce payroll costs and increase Defendants' profits.

#### **CLASS ACTION ALLEGATIONS**

76. Plaintiff advances this putative Class Action, individually and on behalf of all other similarly situated members of the putative Class, pursuant to applicable laws of the State of California.

77. Plaintiffs are an adult person who is domiciled in the State of California. they bring this action individually and on behalf of all present and former non-exempt individuals (excluding clerical and administrative personnel) who worked for defendants, AMCOM, US FRAMING WEST, INC., US FRAMING INTERNATIONAL, LLC, SAREEN INCORPORATED, MEL-O-DEE ICE CREAM, INC., and/or JAY SARIN, and DOES 1 through 25, inclusive, (collectively "Defendants") in the State of California, at any time during the period of four years prior to the filing of the Complaint in this action up to the present. (hereinafter the "Class" or "Class Members")(hereinafter the period of time of four years prior to the filing of the Complaint in this action up to, and including, the present, shall be referred to as the "Class Period")

78. The "Class" is comprised of the following Sub-Classes:

(a) Unpaid Wages and Compensation Sub-Class: Those members of the Class who earned wages and/or compensation associated with their work for Defendants at any time during the Class Period;

(b) Overtime Subclass: Those members of the Class who, associated with their work for Defendants, worked in excess of 8 hours in a day, in excess of 40 hours in a given work week, in excess of 12 hours in a day; and/or worked on the seventh consecutive day of a work week, at any time during the Class Period;

(c) Rest Period Sub-Class: Those members of the Class who, associated with their work for Defendants, worked in excess of 4 hours a day and/or those members of the Class who worked in excess of 6 hours a day, at any time during the Class Period;

(d) Meal Period Sub-Class: Those members of the Class who, associated with their work for Defendants, worked in excess of 5 hours a day and/or who worked in excess of 10 hours a day, at any time during the Class Period;

(e) Untimely Payment of Wages-Compensation Sub-Class: Those members of the Class who were paid wages and compensation by Defendants at any time during the Class Period;

(f) Waiting Time Sub-Class: Those members of the Class who were terminated or quit from the employ of Defendants at any time during the period of three years prior to filing the action, up to and including the present Class Period;

(g) Wage-Statement Sub-Class: Those members of the Class who Defendants provided a wage statement at any time during the period of one year prior to filing the action, up to and including the present;

(h) Wage Theft Protection Notice Sub-Class: Those members of the Class who performed work for Defendants at any time during the Class Period;

(i) Release Execution Sub-Class: Those members of the Class who performed work for Defendants at any time during the Class Period;

(j) Wage Disclosure Sub-Class: Those members of the Class who performed work for Defendants at any time after during the Class Period;

(k) Working Condition Disclosure Sub-Class: Those members of the Class who performed work for Defendants at any time after during the Class Period;

(l) Equipment Reimbursement Sub-Class: Those members of the Class who incurred expenditures in the discharge of their duties for Defendant at any time during the Class Period;

(m) Records-Personnel File Subclass: Those members of the Class who performed work for Defendants at any time during the Class Period;

83. Plaintiffs reserve the right pursuant to the applicable law, to amend or modify the respective definitions of the Class and/or Sub-Classes to provide greater specificity and/or further division into subclasses or limitation to particular issues.

1           84.     Plaintiffs are informed, believe, and thereon allege that the number of members of the  
2 Class exceeds fifty (50). Consequently, the Class is so numerous that joinder of all members  
3 individually would be impractical.

4           85.     Plaintiffs and Class Representatives, VICTOR GAMEZ and MARIO RUIZ are  
5 members of the non-exempt employees comprising the Class and were employed with Defendants at  
6 their facilities and job sites in the County of Los Angeles, and other cities and counties in the State of  
7 California, at various times during the period of four years prior to the filing of this action.

8           86.     Plaintiffs have no conflict of interest with their fellow members of the Class and have  
9 been able, and will continue to be able, to fairly and adequately protect the interests of all Class  
10 Members.

11           87.     Plaintiffs are informed, believe, and thereon allege that Defendants' unlawful  
12 employment policies and practices, raise questions of fact common to the members of the Class,  
13 including, whether Defendants: (a) refused to pay Plaintiffs, as well as their fellow Class members  
14 and Aggrieved Employees, all of their earned wages and compensation, including overtime wages, by  
15 requiring, inter alia, Plaintiffs, as well as their fellow Class members and Aggrieved Employees, to  
16 work overtime and double time hours compensated at regular time hours or overtime rates, not  
17 compensating Plaintiffs, the Class, and Aggrieved Employees at double times rates, and/or artificially  
18 deducting one-half hour from shifts in excess of five hours; (b) did not permit Plaintiffs, as well as  
19 their fellow Class members and Aggrieved Employees, to take all of their statutorily entitled rest  
20 periods, including third rest periods when applicable; (c) did not provide Plaintiffs, as well as their  
21 fellow Class members and Aggrieved Employees, the opportunity to take all of their statutorily  
22 entitled meal periods, including a second meal period when applicable; (d) failed to pay Plaintiffs, as  
23 well as their fellow Class members and Aggrieved Employees, one hour of compensation at their  
24 regular rate of pay, for each earned rest period not permitted and/or each earned meal period not  
25 provided; (e) failed to timely pay Plaintiffs, as well as their fellow Class members and Aggrieved  
26 Employees, all of their earned wages and compensation; (f) failed to furnish to Plaintiffs, as well as  
27 their fellow Class members and Aggrieved Employees, accurate Labor Code § 226 compliant wage  
28 statements; (g) failed to timely pay Plaintiffs, as well as their fellow Class members and Aggrieved

1 Employees, all of their earned wages, compensation and benefits immediately at the termination of  
2 their employment or within seventy-two hours of them quitting; and/or (h) failed to provide Plaintiffs,  
3 as well as their fellow Class members and Aggrieved Employees, a written notice in accordance with  
4 Labor Code § 2810.5; (i) required Plaintiffs, as well as their fellow Class members and Aggrieved  
5 Employees, to execute a statement of the hours they worked, and/or meal periods provided during the  
6 pay period which Defendants knew to be false; (j) required Plaintiffs, as well as their fellow Class  
7 members and Aggrieved Employees, to incur expenses in the discharge of their duties to Defendants  
8 for which Defendants failed to indemnify and reimburse; (k) restricted Plaintiffs, as well as their  
9 fellow Class members and Aggrieved Employees, from disclosing, sign a waiver or other  
10 document that purports to deny the employee the right to disclose, and/or formally disciplined, or  
11 otherwise discriminated against for the disclosure of, the amount of their wages, and/or Defendants'  
12 working conditions; (l) failed to permit Plaintiffs, as well as their fellow Class members and  
13 Aggrieved Employees, the opportunity to inspect and copy the respective wage and personnel  
14 records.

15 88. Plaintiffs are informed, believe, and thereon allege that Defendants' unlawful  
16 employment policies and practices, raise numerous questions of law common to the members of the  
17 Class, including, without limitation: (a) whether the provisions of the Labor Code and 8 CCR §  
18 11050 include the employer's obligation to pay all earned wages and to pay all such earned wages at  
19 the time of the termination of a member of the Class's employment; (b) Defendants legal obligation  
20 to permit members of the Class to take paid rest periods of ten (10) consecutive, uninterrupted  
21 minutes for shifts in excess of four hours and a second rest period for shifts in excess of six hours; (c)  
22 Defendants legal obligation to provide members of the Class the opportunity to take meal periods of  
23 thirty (30) consecutive, uninterrupted minutes for shifts in excess of five hours and a second meal  
24 period for shifts in excess of ten hours; (d) whether Defendants obligation to provide Labor Code §  
25 226 compliant wage statements to the members of the Class are applicable to non-exempt employees  
26 such as the Plaintiff and their fellow members of the Class; (e) Defendants' obligation to provide  
27 Plaintiffs, as well as their fellow Class members and Aggrieved Employees, written notice in  
28 accordance with Labor Code § 2810.5; (f) Defendants' obligation to pay the Plaintiffs, as well as

1 their fellow Class members and Aggrieved Employees, their statutorily prescribed wages for rest and  
2 meal periods; (g) the prohibition of Defendants restricting Plaintiffs, as well as their fellow Class  
3 members and Aggrieved Employees, from disclosing, signing a waiver or other  
4 document that purports to deny the employee the right to disclose, and/or formally disciplining, or  
5 otherwise discriminating against for the disclosure of, the amount of their wages, and/or Defendants'  
6 working conditions; (h) Defendants' obligation to permit Plaintiffs, as well as their fellow Class  
7 members and Aggrieved Employees, to inspect and copy their wage and personnel records; (k)  
8 Defendants' obligation to reimburse Plaintiffs, as well as their fellow Class members and Aggrieved  
9 Employees, for expenses incurred in the discharge of their duties for Defendants; (l) what remedies,  
10 including restitution, compensatory damages, statutory and civil penalties, wages, premium  
11 compensation, and disgorgement of revenue, are available under California law to members of the  
12 Class who: were not paid all earned wages, compensation and benefits; were not timely paid all  
13 earned minimum, regular and overtime wages, compensation and benefits; were not paid all wages  
14 earned at the time of the termination of their employment relationship with Defendants; were not  
15 provided lawful wage statements; were not permitted to take earned ten (10) minute rest periods;  
16 were not provided earned thirty (30) minute meal periods; were not provided; were restricted from  
17 disclosing, required to sign a waiver or other document that purports to deny the employee the right  
18 to disclose, and/or formally disciplined, or otherwise discriminated against for the disclosure of, the  
19 amount of their wages, and/or Defendants' working conditions; were not permitted to inspect and  
20 copy their wage and personnel records; were not provided written notice in accordance with Labor  
21 Code § 2810.5; (m) the Class members' entitlement to take a paid ten consecutive minute,  
22 uninterrupted, rest period for shifts worked in excess of 3.5 (3.5) hours and a second rest period of  
23 not less than ten consecutive minutes, uninterrupted, for shifts worked of at least six (6) hours in a  
24 given workday; (n) the Class members' entitlement to take a thirty consecutive minute, uninterrupted,  
25 meal period for shifts worked in excess of five (5) hours and a second meal period of not less than  
26 thirty consecutive minutes, uninterrupted, for shifts worked of at least ten (10) hours in a given  
27 workday; (o) the Class members' entitlement to one hour of pay at the members' regular rate of pay  
28 for each paid ten (10) consecutive minute, uninterrupted, rest period that Defendants did not permit

1 the Class members to take; (p) the Class members' entitlement to one hour of pay at the members'  
2 regular rate of pay for each thirty (30) consecutive minute, uninterrupted, meal period that  
3 Defendants did not provide the Class Members to take; (q) the requirements for a wage statement to  
4 be compliant with Labor Code § 226; (r) the requirements for a written notice to be compliant with  
5 Labor Code § 2810.5. (s) the prohibition of requiring Plaintiffs, as well as their fellow Class members  
6 and Aggrieved Employees, to execute a statement of the hours they worked and/or meal periods  
7 provided during the pay period which Defendants knew to be false; and/or (t) the requirement for  
8 Plaintiffs, as well as their fellow Class members and Aggrieved Employees, to be reimbursed for  
9 expenditures incurred in the discharge of their duties to Defendants.

10 89. Plaintiffs are informed, believe, and thereon allege that the claims of Plaintiff are  
11 typical of the claims of the members of the Class because: they encompass the same unlawful  
12 policies and practices of Defendants; they arise out of the same alleged course of conduct by  
13 Defendants; are based upon the same legal theories as the claims of the Class; and the legal issues  
14 raised under the California state laws as a result of Defendants' conduct apply equally to Plaintiffs, as  
15 well as their fellow Class members and Aggrieved Employees,.

16 90. Plaintiffs are informed, believe, and thereon allege that all members of the Class are  
17 similarly situated in that, throughout their employment, they were subject to Defendants' violations  
18 of California labor law, including the following: Defendants maintained uniform policies and  
19 practices whereby Defendants regularly and systematically: (a) refused to pay Plaintiffs, as well as  
20 their fellow Class members and Aggrieved Employees, all of their earned wages and compensation,  
21 including minimum, regular and overtime wages, by requiring, inter alia, Plaintiffs, as well as their  
22 fellow Class members and Aggrieved Employees, to work "off-the-clock" to complete their job  
23 duties, rounding down hours, and/or artificially deducting one-half hour from shifts in excess of five  
24 hours; (b) did not permit Plaintiffs, as well as their fellow Class members and Aggrieved Employees,  
25 to take all of their statutorily entitled rest periods; (c) did not provide Plaintiffs, as well as their fellow  
26 Class members and Aggrieved Employees, the opportunity to take all of their statutorily entitled meal  
27 periods; (d) failed to pay Plaintiffs, as well as their fellow Class members and Aggrieved Employees,  
28 one hour of compensation at their regular rate of pay, for each earned rest period not permitted and/or

1 each earned meal period not provided; (e) failed to timely pay Plaintiffs, as well as their fellow Class  
2 members and Aggrieved Employees, all of their earned wages and compensation; (f) failed to furnish  
3 to Plaintiffs, as well as their fellow Class members and Aggrieved Employees, accurate Labor Code §  
4 226.7 compliant wage statements; (g) failed to timely pay Plaintiffs, as well as their fellow Class  
5 members and Aggrieved Employees, all of their earned wages, compensation and benefits  
6 immediately at the termination of their employment or within seventy-two hours of them quitting; (h)  
7 failed to provide Plaintiffs, as well as their fellow Class members and Aggrieved Employees, a  
8 written notice in accordance with Labor Code § 2810.5.; (i) required Plaintiffs, as well as their fellow  
9 Class members and Aggrieved Employees, to execute a statement of the hours they worked, and/or  
10 meal periods provided during the pay period which Defendants knew to be false; (j) required  
11 Plaintiffs, as well as their fellow Class members and Aggrieved Employees, to incur expenditures in  
12 the discharge of their duties to Defendants for which Defendants failed to indemnify and reimburse;  
13 (k) restricted Plaintiffs, as well as their fellow Class members and Aggrieved Employees, from  
14 disclosing, required them to sign a waiver or other document that purports to deny the employee the  
15 right to disclose, and/or formally disciplined, or otherwise discriminated against Plaintiffs, as well as  
16 their fellow Class members and Aggrieved Employees, for the disclosure of the amount of their  
17 wages, and/or Defendants' working conditions; and/or (l) failed to permit Plaintiffs, as well as their  
18 fellow Class members and Aggrieved Employees, the opportunity to inspect and copy records  
19 regarding their earned wages.

20 91. Plaintiffs are informed, believe, and thereon allege that Defendants' uniform policies  
21 and practices whereby Defendants regularly and systematically: (a) failed to pay Plaintiffs, as well as  
22 their fellow Class members and Aggrieved Employees, all of their earned wages and compensation, ,  
23 by requiring, inter alia, Plaintiffs, as well as their fellow Class members and Aggrieved Employees,  
24 to work overtime and double time hours compensated at regular time hours or overtime rates, not  
25 compensating Plaintiffs, the Class, and Aggrieved Employees at double times rates , and/or  
26 artificially deducting one-half hour from shifts in excess of five hours; (b) failed to permit Plaintiffs,  
27 as well as their fellow Class members and Aggrieved Employees, to take all of their statutorily  
28 entitled rest periods; (c) failed to provide Plaintiffs, as well as their fellow Class members and

1 Aggrieved Employees, the opportunity to take all of their statutorily entitled meal periods; (d) failed  
2 to pay Plaintiffs, as well as their fellow Class members and Aggrieved Employees, one hour of  
3 compensation at their regular rate of pay, for each earned rest period not permitted and/or each earned  
4 meal period not provided; (e) failed to timely pay Plaintiffs, as well as their fellow Class members  
5 and Aggrieved Employees, all of their earned wages and compensation; (f) failed to furnish to  
6 Plaintiffs, as well as their fellow Class members and Aggrieved Employees, accurate Labor Code §  
7 226 compliant wage statements; (g) failed to timely pay Plaintiffs, as well as their fellow Class  
8 members and Aggrieved Employees, all of their earned wages, compensation and benefits  
9 immediately at the termination of their employment or within seventy-two hours of them quitting; (h)  
10 failed to provide Plaintiffs, as well as their fellow Class members and Aggrieved Employees, a  
11 written notice in accordance with Labor Code § 2810.5; (i) required Plaintiffs, as well as their fellow  
12 Class members and Aggrieved Employees, to execute a statement of the hours they worked, and/or  
13 meal periods provided during the pay period which Defendants knew to be false; (j) required  
14 Plaintiffs, as well as their fellow Class members and Aggrieved Employees, to incur expenditures in  
15 the discharge of their duties to Defendants for which Defendants failed to indemnify and reimburse;  
16 (j) required Plaintiffs, as well as their fellow Class members and Aggrieved Employees, to incur  
17 expenditures in the discharge of their duties to Defendants for which Defendants failed to indemnify  
18 and reimburse; (k) restricted Plaintiffs, as well as their fellow Class members and Aggrieved  
19 Employees, from disclosing, required them to sign a waiver or other document that  
20 purports to deny the employee the right to disclose, and/or formally disciplined, or otherwise  
21 discriminated against Plaintiffs, as well as their fellow Class members and Aggrieved Employees, for  
22 the disclosure of the amount of their wages, and/or Defendants' working conditions; and/or (l) failed  
23 to permit Plaintiffs, as well as their fellow Class members and Aggrieved Employees, the opportunity  
24 to inspect and copy records regarding their earned wages.

25 92. Plaintiffs are informed, believe, and thereon allege that the prosecution of separate  
26 actions by or against individual members of the Class would create a risk of substantial prejudice  
27 because separate actions could result in the imposition of incompatible standards of conduct on the  
28 party opposing class certification through inconsistent judgments or varying adjudications. Such

1 potential inconsistent judgments or varying adjudications include, but are not limited to, the propriety  
2 of Defendants' labor policies and practices as detailed herein.

3 93. The questions of law and fact common to the members of the Class predominate over  
4 any questions affecting only individual members, and a class action is superior to other available  
5 methods for the fair and efficient adjudication of the controversy in that members of the Class have  
6 little or no interest in individually controlling the prosecution of separate actions. The putative Class  
7 member's individual claims are of a magnitude which make pursuit thereof, on an individual basis,  
8 economically unfeasible and dissuade prosecution of such meritorious claims as the economic benefit  
9 is far outweighed by the justified concern for retaliatory conduct on the part of Defendants and/or  
10 concern for impaired future job prospects as a result of the perceived stigma associated with having  
11 advanced litigation against one's previous employer.

12 94. Plaintiffs are not aware of any pending litigation concerning the controversy already  
13 commenced by any Class Members.

14 95. Plaintiffs are informed, believe, and thereon allege that it is desirable to concentrate  
15 the litigation of the claims in this court because substantially all of Plaintiff's employment activities  
16 for which their claims arise took place within the venue of the above-entitled court and Defendants  
17 otherwise conduct business in this jurisdiction.

18 96. Plaintiffs are informed, believe, and thereon allege that this action is manageable as a  
19 class action because, compared with any other method, such as consolidation of individual actions, a  
20 class action is fairer and more efficient, avoids the potential for inconsistent findings of fact and/or  
21 application of law, and would not present the parties, the members of the putative class, or the Court  
22 with significant procedural or administrative difficulties in management thereof as a class action .  
23 Furthermore, a class action would maximize judicial efficiency and minimize the inconvenience to  
24 both party and non-party witnesses who would otherwise have to testify in a multitude of  
25 proceedings.

26 97. Plaintiffs are informed, believe, and thereon allege, that Plaintiff contemplates the  
27 distribution of a precertification notice to the putative class in accordance with the mandates of the  
28 U.S. Supreme Court in the case of *Gulf Oil Co. v. Bernard* (1981) 452 U.S. 89. In *Gulf Oil*, supra, the

1 U.S. Supreme Court noted that the general policies embodied in Federal Rule of Civil Procedure Rule  
2 23 include allowing class representatives to inform potential class members of the existence of the  
3 lawsuit; to obtain information about the merits of the lawsuit; as well as obtain information about the  
4 merits of the case from the persons they seek to represent. The policy considerations for the  
5 distribution of a precertification notice were subsequently affirmed by the California Supreme Court  
6 in the case of *Pioneer Electronics (USA), Inc. v. Superior Court* (2007), 40 Cal.4th 360 (*Pioneer*),  
7 wherein the Court held that parties should have equal access to potential class members for discovery  
8 purposes.

9 98. Plaintiffs are informed, believe, and thereon allege that notice to the Class is  
10 warranted, so as to provide the best notice practicable under the circumstances, including individual  
11 notice to all members who can be identified through reasonable effort. Said notice will clearly and  
12 concisely state in plain, easily understood language: (i) the nature of the action; (ii) the definition of  
13 the class to be certified; (iii) the class claims, issues; (iv) that a putative class member may enter an  
14 appearance through an attorney if the member so desires; (v) that the court will exclude from the  
15 class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and  
16 (vii) the binding effect of a class judgment on members under California law.

17 99. Plaintiffs are informed, believe, and thereon allege that Robert W. Skripko, Jr., of the  
18 Law Office of Robert W. Skripko, Jr., PC; as well as Paul J. Denis and Ethan E. Rasi, of Denis & Rasi,  
19 PC, individually and collectively, are able to adequately represent Plaintiffs, as well as their fellow Class  
20 members and Aggrieved Employees,, as class counsel with respect to the claims advanced in this action.

21 **FIRST CAUSE OF ACTION**  
22 **(FAILURE TO PAY ALL EARNED WAGES)**  
23 **(Against All Defendants)**

24 100. Plaintiffs hereby reallege and incorporate by reference all facts and allegations alleged  
25 in this Complaint as though fully set forth herein.

26 101. Pursuant to Labor Code §§ 1197-1198, and the Wage Order, Plaintiffs and members of  
27 the Class were not exempt managerial, administrative, or professional employees.  
28

1           102. Plaintiffs are informed, believe, and thereon allege that Defendants unlawfully failed  
2 to pay Plaintiffs and their similarly situated members of the Class for all the time worked as a result  
3 of Defendants' labor policies and practices, including, but not limited to: (a) requiring Plaintiffs, the  
4 Class, and Aggrieved Employees to work overtime and double time without compensating workers  
5 for at the lawfully required rates of pay; unlawfully altering timecards and payroll records so as to  
6 falsely deduct and/or not accurately record, time from the hours worked by Plaintiffs, as well as their  
7 fellow Class members and Aggrieved Employees, despite the fact that they continued to work during  
8 said period so deducted and/or not recorded. Said unlawful reductions/deductions substantially  
9 reduced the earned hours worked for which Plaintiffs and members of the Class received  
10 compensation and improperly changed payment of hours that should have been compensated at an  
11 overtime rate to wages calculated at their regular rate of pay.

12           103. Plaintiffs are informed, believe, and thereon allege that Defendants unlawfully failed  
13 and refused and continue to fail and refuse to pay compensation for all hours worked by Plaintiffs and  
14 the Class at their regular rate of pay.

15           104. As a result of Defendants' conduct, Plaintiffs, as well as their fellow Class members  
16 and Aggrieved Employees, are entitled to a recovery of damages for all unpaid wages at the proper  
17 rates of pay as restitution from Defendants.

18           105. At all times pertinent hereto, California Labor Code § 1194 provided:  
19 "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the  
20 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to  
21 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime  
22 compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

23           106. At all times pertinent hereto, California Labor Code § 1194.2 provides for the  
24 recovery of prejudgment interest in any action brought to recover the nonpayment of wages, at the  
25 rate specified in Civil Code § 3289.

26           107. Plaintiffs are informed, believe, and thereon allege that Defendants, by and through  
27 their respective corporate officers, directors, and managing agents, ordered, authorized, approved,  
28 and/or ratified the conduct herein alleged with intent to deprive the Plaintiffs, as well as their fellow

1 Class members and Aggrieved Employees, of monies to which they were and are entitled under  
2 California law, so as to increase Defendants' profits, notwithstanding clear statutory obligations,  
3 including those which carry criminal penalties for noncompliance.

4 **SECOND CAUSE OF ACTION**

5 **(FAILURE TO PAY ALL EARNED OVERTIME WAGES)**

6 **(Against All Defendants)**

7 108. Plaintiffs hereby reallege and incorporate by reference all facts and allegations alleged  
8 in this Complaint as though fully set forth herein.

9 109. Pursuant to Labor Code §§ 1197-1198, and the Wage Order, Plaintiffs, as well as their  
10 fellow Class members and Aggrieved Employees, were not exempt managerial, administrative, or  
11 professional employees.

12 110. Plaintiffs are informed, believe, and thereon allege that for each day and week within  
13 the applicable limitations period, during the course of their employment with Defendants, Plaintiffs,  
14 as well as their fellow Class members and Aggrieved Employees, performed work without being paid  
15 the required overtime wage under California law, including, but not limited to, the Wage Order and  
16 Labor Code § 1182.12.

17 111. Plaintiffs are informed, believe, and thereon allege that for each day and week within  
18 the applicable limitations period, during the course of their employment with Defendants, Plaintiffs,  
19 as well as their fellow Class members and Aggrieved Employees, performed work in excess of eight  
20 hours per day, forty hours per week, and/or the first eight hours of work on a seventh consecutive day  
21 as well as double their regular rate of pay for work in excess of twelve hours per day or in excess of  
22 eight hours on the seventh consecutive day of work, without being paid the required overtime and  
23 double time wages under California law, including, but not limited to, the Wage Order and Labor  
24 Code §§ 510, 512.

25 112. Plaintiffs are informed, believe, and thereon allege that Defendants unlawfully failed,  
26 refused and continue to fail and refuse to pay Plaintiffs, as well as their fellow Class members and  
27 Aggrieved Employees, one and one-half times their regular rate of pay for hours worked in excess of  
28 8 hours in a given day, 40 hours in a given seven day period, in addition to the first 8 hours of the

seventh consecutive day of work; as well as double their regular rate of pay for work in excess of twelve hours per day, or in excess of eight hours on the seventh consecutive day of work.

113. Plaintiffs are informed, believe, and thereon allege that Defendants unlawfully altered timecards and payroll records by artificially and excessively deducting, and/or not accurately recording, time from the hours worked by Plaintiffs, as well as their fellow Class members and Aggrieved Employees, despite the fact that they continued to work during said period so deducted and/or not recorded. Said unlawful reductions substantially reduced the earned hours worked for which Plaintiffs and members of the Class received their minimum wage and/or improperly changed payment of hours that should have been compensated at an overtime rate to wages calculated at their regular rate of pay.

114. As a result of Defendants' conduct, Plaintiffs, as well as their fellow Class members and Aggrieved Employees, are entitled to a recovery of damages for all unpaid overtime wages at the proper rates of pay as restitution from Defendants.

115. At all times pertinent hereto, California Labor Code § 1194 provided:  
“Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to 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”.

116. At all times pertinent hereto, California Labor Code § 1194.2 provided for the recovery of prejudgment interest in any action brought to recover the nonpayment of minimum wages and overtime wages at the rate specified in Civil Code § 3289.

117. At all times pertinent hereto, Labor Code § 1194.3 provided for the recovery of attorney's fees and costs in any action brought to recover the nonpayment of minimum or overtime wages.

118. Plaintiffs are informed, believe, and thereon allege that Defendants, and each of them, by and through their respective corporate officers, directors, and managing agents, ordered, authorized, approved, or ratified the conduct herein alleged with the intent to deprive Plaintiffs, as well as their fellow Class members and Aggrieved Employees, of the minimum and overtime wages

1 to which they were entitled under California law so as to increase Defendants' profits,  
2 notwithstanding their statutory obligations, including those which carry criminal penalties for  
3 noncompliance.

4 **THIRD CAUSE OF ACTION**

5 **(FAILURE TO PERMIT PAID 10 MINUTE REST PERIODS)**

6 **(Against All Defendants)**

7 119. Plaintiffs hereby reallege and incorporate by reference all facts and allegations alleged  
8 in this Complaint as though fully set forth herein.

9 120. Plaintiffs are informed, believe, and thereon allege that Defendants have promulgated  
10 and enforced policies and practices under which Plaintiffs, as well as their fellow Class members and  
11 Aggrieved Employees, regularly worked shifts in excess of four hours without being permitted the  
12 opportunity to take a paid rest period of at least ten (10) consecutive minutes, uninterrupted, relieved  
13 of all job duties, and worked more than six (6) hours at a time without being allowed a second paid  
14 ten (10) consecutive minute, uninterrupted, rest period, relieved of all job duties.

15 121. Plaintiffs are informed, believe, and thereon allege that no member of the Class has  
16 ever been paid their earned compensation for work performed by members of the Class during the  
17 rest period to which they were entitled, yet not provided the opportunity to take, as well as additional  
18 monies required under Labor Code § 226.7. Instead, Defendants have unlawfully failed and refused  
19 and continue to fail and refuse to pay monies to Plaintiffs, as well as their fellow Class members and  
20 Aggrieved Employees, for labor performed during the rest periods which Defendants refused to  
21 permit Plaintiffs, as well as their fellow Class members and Aggrieved Employees, opportunity to  
22 take.

23 122. Plaintiffs are informed, believe, and thereon allege that Defendants, by and through  
24 their respective corporate officers, directors, and managing agents, ordered, authorized, approved,  
25 and/or ratified the conduct herein alleged with intent to deprive the Plaintiffs, as well as their fellow  
26 Class members and Aggrieved Employees, of the monies to which they were and are entitled under  
27 California law, so as to increase Defendants' profits, notwithstanding clear statutory obligations,  
28 including obligations which carry criminal penalties for noncompliance.

1 **FOURTH CAUSE OF ACTION**

2 **(FAILURE TO PROVIDE 30 MINUTE MEAL PERIODS)**

3 **(Against All Defendants)**

4 123. Plaintiffs hereby reallege and incorporate by reference all facts and allegations alleged  
5 in this Complaint as though fully set forth herein.

6 124. Plaintiffs are informed, believe, and thereon allege that during each day and week of  
7 each pay period within the applicable limitations period, Defendants promulgated and enforced  
8 policies and practices under which the Plaintiffs, as well as their fellow Class members and  
9 Aggrieved Employees, regularly worked more than five (5) hours at a time without being permitted  
10 the opportunity to take a meal period of at least thirty (30) consecutive minutes, uninterrupted,  
11 relieved of all job duties, and worked more than ten (10) hours at a time without being allowed a  
12 second thirty (30) consecutive minute, uninterrupted, meal period, relieved of all job duties.

13 125. The nature of the work performed by Plaintiffs, as well as their fellow Class members  
14 and Aggrieved Employees, did not prevent them from being relieved of all job duties.

15 126. Plaintiffs are informed, believe, and thereon allege that neither Plaintiff nor their fellow  
16 members of the Class have ever been paid their earned compensation for work they performed during  
17 the meal period to which they were entitled, yet not provided the opportunity to take, as well as  
18 additional monies required under Labor Code § 226.7. Instead, Defendants unlawfully failed, refused  
19 and continue to fail and refuse to pay monies to Plaintiffs and the Class for labor performed during the  
20 meal periods which Defendants refused to provide Plaintiffs, as well as their fellow Class members and  
21 Aggrieved Employees, the opportunity to take.

22 127. Plaintiffs are informed, believe, and thereon allege that Defendants, by and through  
23 their respective corporate officers, directors, and managing agents, ordered, authorized, approved,  
24 and/or ratified the conduct herein alleged with intent to deprive the Plaintiffs, as well as their fellow  
25 Class members and Aggrieved Employees, of monies to which they were and are entitled under  
26 California law, so as to increase Defendants' profits, notwithstanding clear statutory obligations,  
27 including obligations which carry criminal penalties for noncompliance.

1 **FIFTH CAUSE OF ACTION**

2 **(FAILURE TO TIMELY PAY ALL EARNED WAGES AND COMPENSATION)**

3 **(Against All Defendants)**

4 128. Plaintiffs hereby reallege and incorporate by reference the allegations set forth in this  
5 Complaint as though fully set forth herein.

6 129. At all times pertinent hereto, California law, including, but not limited to, Labor Code  
7 § 204 provided that all wages, other than those mentioned in Labor Code § 201, 202, 204.1, or 204.2,  
8 earned by any person in any employment, are due and payable twice during each calendar month, on  
9 days designated in advance by the employer as the regular paydays. Labor performed between the  
10 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th  
11 day of the month during which the labor was performed, and labor performed between the 16th and  
12 the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the  
13 following month.

14 130. Plaintiffs are informed, believe, and thereon allege that Defendants failed to timely  
15 tender Plaintiffs, as well as their fellow Class members and Aggrieved Employees, all of their earned  
16 minimum, regular rate, and overtime wages, and Labor Code §226.7 compensation, in accordance  
17 with California law, including, but not limited to, Labor Code § 204, such that labor performed  
18 between the 1st and 15th days, inclusive, of any calendar month was not paid for between the 16th  
19 and the 26th day of the month during which the labor was performed, and labor performed between  
20 the 16th and the last day, inclusive, of any calendar month, was not paid for between the 1st and 10th  
21 day of the following month.

22 131. Plaintiffs are informed, believe, and thereon allege that as a consequence of  
23 Defendants' failure to timely tender Plaintiffs, as well as their fellow Class members and Aggrieved  
24 Employees, all of their earned minimum, regular-rate and overtime wages, as well as Labor Code §  
25 226.7 compensation, that Plaintiffs, as well as their fellow Class Members and Aggrieved Employees,  
26 were deprived of the timely receipt of their earned wages and other compensation and, as a result  
27 thereof, were deprived of the interest and monetary appreciation that would accrue on said monies -  
28 financial growth which Defendants were afforded the opportunity to realize as a consequence of their

1 unlawful and unfair withholding of the wages and compensation earned by, and due and owing,  
2 Plaintiffs, as well as their fellow Class members and Aggrieved Employees,.

3 132. At all times pertinent hereto, California law, including, but not limited to, Labor Code  
4 § 215 provided, “Any person, or the agent, manager, superintendent or officer thereof, who violates  
5 any provision of Section..., 204,... is guilty of a misdemeanor. Any failure to keep posted any notice  
6 required by Section 207 is prima facie evidence of a violation of these sections.”

7 133. At all times pertinent hereto, California law, including, but not limited to, Labor Code  
8 § 216 provided, “In addition to any other penalty imposed by this article, any person, or an agent,  
9 manager, superintendent, or officer thereof is guilty of a misdemeanor, who: (a) Having the ability to  
10 pay, willfully refuses to pay wages due and payable after demand has been made. (b) Falsely denies  
11 the amount or validity thereof, or that the same is due, with intent to secure for himself, their  
12 employer or other person, any discount upon such indebtedness, or with intent to annoy, harass,  
13 oppress, hinder, delay, or defraud, the person to whom such indebtedness is due.”

14 134. Plaintiffs are informed, believe, and thereon allege that Defendants, and each of them,  
15 by and through their respective corporate officers, directors, and managing agents, ordered,  
16 authorized, approved, or ratified the conduct herein alleged with the intent to deprive Plaintiffs and  
17 fellow members of the Class of the wages and premium compensation to which they were entitled  
18 under California law so as to increase Defendants' profits, regardless of their statutory obligations,  
19 including those which carry criminal penalties for noncompliance.

## 20 **SIXTH CAUSE OF ACTION**

### 21 **(FAILURE TO PAY ALL EARNED WAGES AND** 22 **COMPENSATION UPON TERMINATION OF EMPLOYMENT)**

#### 23 **(Against All Defendants)**

24 135. Plaintiffs hereby reallege and incorporate by reference all facts and allegations alleged  
25 in this Complaint as though fully set forth herein.

26 136. Plaintiffs are informed, believe, and thereon allege that for each day and week of each  
27 pay period within the applicable limitations period, Plaintiffs and/or members of the Class’s  
28 employment relationship with Defendants was terminated without Defendants paying all wages and

1 compensation due Plaintiffs, as well as their fellow Class members and Aggrieved Employees, in the  
2 time period prescribed by the Labor Code.

3 137. Plaintiffs are informed, believe, and thereon allege that Plaintiffs, as well as their  
4 fellow Class members and Aggrieved Employees, have been available and ready to receive the wages  
5 and compensation owed to them.

6 138. Plaintiffs are informed, believe, and thereon allege that Plaintiffs, as well as their  
7 fellow Class members and Aggrieved Employees, have not refused to receive any payment, nor has  
8 Plaintiff or their fellow members of the Class been absent from their regular place of residence to  
9 receive the wages and compensation due and owing them by Defendants.

10 139. Plaintiffs are informed, believe, and thereon allege that Defendants' failure to pay  
11 Plaintiffs, as well as their fellow Class members and Aggrieved Employees, their wages and  
12 compensation due and owing, as set forth in detail herein, was willful.

13 140. Plaintiffs are informed, believe, and thereon allege that Defendants have knowingly  
14 refused to pay Plaintiffs, as well as their fellow Class members and Aggrieved Employees, all wages  
15 and compensation due and owing Plaintiffs, as well as their fellow Class members and Aggrieved  
16 Employees,.

17 141. At all times pertinent hereto, Labor Code § 203 provided that an employer who  
18 willfully fails to pay, without abatement or reduction, in accordance with Labor §§ 201, 201.5, 202,  
19 and 205.5, any wages of an employee who is discharged or who quits, the daily wages of the  
20 employee shall continue as a penalty from the due date thereof at the same daily rate until paid or  
21 until an action therefore is commenced up to, but not more than thirty (30) days.

22 142. At all times pertinent hereto, Labor Code § 216 provided that in addition to any other  
23 penalty imposed by the article, any person, or an agent, manager, superintendent, or officer thereof is  
24 guilty of a misdemeanor, who: (a) Having the ability to pay, willfully refuses to pay wages due and  
25 payable after demand has been made; (b) Falsely denies the amount or validity thereof, or that the  
26 same is due, with intent to secure for himself, their employer or other person, any discount upon such  
27 indebtedness, or with intent to annoy, harass, oppress, hinder, delay, or defraud, the person to whom  
28 such indebtedness is due.

143. At all times pertinent hereto, California law, including, but not limited to, Labor Code § 1194, provided that for any action brought for the nonpayment of wages, fringe benefits, or health and welfare or pension fund contributions, the court shall award reasonable attorney's fees and costs to the prevailing party if any party to the action requests attorney's fees and costs upon the initiation of the action.

144. At all times pertinent hereto, Labor Code § 1194.2 provided that in any action brought for the nonpayment of wages, the court shall award interest on all due and unpaid wages at the rate of interest specified in Civil Code § 3289(b), which shall accrue from the date that the wages were due and payable.

145. Plaintiffs are informed, believe, and thereon allege that Defendants, by and through their respective officers, directors, and managing agents, ordered, authorized, approved and/or ratified the conduct herein alleged with intent to deprive the Plaintiffs and their fellow members of Class of the monies to which they were entitled under California law, so as to increase Defendants' profits, regardless of their statutory obligations, including those which carry criminal penalties for noncompliance.

## SEVENTH CAUSE OF ACTION

**(FAILURE TO PROVIDE LAWFUL WAGE STATEMENTS)**

**(Against All Defendants)**

146. Plaintiffs hereby reallege and incorporate by reference all facts and allegations alleged in this Complaint as though fully set forth herein.

147. At all times pertinent hereto, California Labor Code § 226 required Defendants, at the time of each payment of wages, to furnish Plaintiffs, as well as their fellow Class members and Aggrieved Employees,, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an itemized statement in writing showing: (1) gross wages earned, (2) total hours worked by the employee, . . . (4) all deductions, provided, that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and their social security number, (8) the

1 name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect  
2 during the pay period and the corresponding number of hours worked at each hourly rate by the  
3 employee.

4 148. Plaintiffs are informed, believe, and thereon allege that for each day and week of each  
5 pay period within the applicable limitations period, Defendants failed to provide Plaintiffs, as well as  
6 their fellow Class Members and Aggrieved Employees, with an accurate itemized statement in  
7 writing that complied with Labor Code § 226, including, but not limited to, the following: failing to  
8 accurately report the total number of hours actually worked by Plaintiffs, as well as their fellow Class  
9 members and Aggrieved Employees, failing to accurately record all earned overtime; failing to list  
10 the applicable hourly rate in effect during the pay period and accurately record the corresponding  
11 number of hours worked at each hourly rate by Plaintiff and their fellow members of the Class.

12 149. As a result of Defendants' failure, Plaintiffs, as well as their fellow Class members  
13 and Aggrieved Employees, are entitled to recover the greater of all actual damages or fifty dollars for  
14 the initial pay period in which a violation occurred and one hundred dollars per for each violation in a  
15 subsequent pay period, not exceeding an aggregate penalty of \$4,000, plus costs and reasonable  
16 attorney's fees pursuant to California law, including, but not limited to, Labor Code § 226(e).

17 150. Plaintiffs are informed, believe, and thereon allege that Defendants, by and through their  
18 respective corporate officers, directors, and managing agents, ordered, authorized, approved, and/or  
19 ratified the conduct herein alleged with intent to deprive the Plaintiffs, as well as their fellow Class  
20 members and Aggrieved Employees, of monies to which they were and are entitled under California  
21 law, so as to increase Defendants' profits, notwithstanding clear statutory obligations, including  
22 obligations which carry criminal penalties for noncompliance.

### 23 **EIGHTH CAUSE OF ACTION**

#### 24 **(VIOLATION OF CALIFORNIA WAGE THEFT PREVENTION ACT)**

#### 25 **(Against All Defendants)**

26 151. Plaintiffs hereby reallege and incorporate by reference all facts and allegations alleged  
27 in this Complaint as though fully set forth herein.  
28

1           152. Plaintiffs are informed, believe, and thereon allege that all times pertinent hereto,  
2 Defendants were not security services companies licensed by the Department of Consumer Affairs  
3 and that solely provided security services.

4           153. At all times pertinent hereto, neither Plaintiff nor their fellow members of the Class  
5 were employees directly employed by the state or any political subdivision thereof, including any  
6 city, county, city and county, or special district.

7           154. At all times pertinent hereto, neither Plaintiff nor their fellow members of the Class  
8 were employees who were exempt from the payment of overtime wages by statute or the wage orders  
9 of the Industrial Welfare Commission.

10          155. At all times pertinent hereto, neither Plaintiff nor their fellow members of the Class  
11 were employees who were covered by a valid collective bargaining agreement which expressly  
12 provided for the wages, hours of work, and working conditions of the employee, or an agreement  
13 which provided premium wage rates for all overtime hours worked and a regular hourly rate of pay of  
14 not less than 30 percent more than the state minimum wage.

15  
16          156. Plaintiffs are informed, believe, and thereon allege that at no time during the Class  
17 Period did Defendants provide either Plaintiff or their fellow members of the Class the written notice  
18 required pursuant to the California's Wage Theft Prevention Act, codified in part in California Labor  
19 Code § 2810.5.

20          157. Plaintiffs are informed, believe, and thereon allege that Defendants, by and through  
21 their respective corporate officers, directors, and managing agents, ordered, authorized, approved,  
22 and/or ratified the conduct herein alleged with intent to deprive the Plaintiffs, as well as their fellow  
23 Class members and Aggrieved Employees, of monies to which they were and are entitled under  
24 California law, so as to increase Defendants' profits, notwithstanding clear statutory obligations,  
25 including obligations which carry criminal penalties for noncompliance.

26 ///

27 ///

28 ///

1 **NINTH CAUSE OF ACTION**

2 **(UNLAWFUL MANDATE FOR EXECUTION OF RELEASE)**

3 **(Against All Defendants)**

4 158. Plaintiffs hereby reallege and incorporate by reference the allegations set forth in this  
5 Complaint as though fully set forth herein.

6 159. Plaintiffs are informed and believe and thereon allege that at all times pertinent hereto  
7 Defendants had a uniform policy and practice to violate Labor Code §206.5 by, inter alia: requiring  
8 Plaintiffs, as well as their fellow Class Members and Aggrieved Employees, to execute a statement of  
9 the hours they worked during the pay period which Defendants knew to be false. Said statement did  
10 not accurately denote all hours worked by Plaintiffs, as well as their fellow Class members and  
11 Aggrieved Employees,, including, but not limited to: artificially deducting, rounding down, and/or  
12 not accurately recording, time from the hours worked by Plaintiffs, as well as their fellow Class  
13 members and Aggrieved Employees, despite the fact that they continued to work during said period  
14 so deducted and/or not recorded; not recording all overtime and minimum wage hours worked; not  
15 recording off the-clock hours; not recording rest period that Defendants' did not permit Plaintiffs, as  
16 well as their fellow Class members and Aggrieved Employees, to take; not recording meal periods  
17 that Defendants did not provide Plaintiffs, as well as their fellow Class members and Aggrieved  
18 Employees,; and deducting time for meal periods that were not provided Plaintiffs, as well as their  
19 fellow Class members and Aggrieved Employees,.

20 160. As a consequence of Defendants violations of Labor Code §206.5, Plaintiffs, as well  
21 as their fellow Class members and Aggrieved Employees, have been damaged as the false statements  
22 that Defendants mandated Plaintiffs, as well as their fellow Class members and Aggrieved  
23 Employees, sign as a condition for receipt of their paycheck did not accurately inform Plaintiffs, as  
24 well as their fellow Class members and Aggrieved Employees, as to the proper amount of wages and  
25 compensation to which they were entitled. Further, Defendants paid Plaintiffs, as well as their fellow  
26 Class members and Aggrieved Employees, based on the erroneous figures referenced in Defendants'  
27 false statements and as such, Defendants failed to remit to Plaintiffs, as well as their fellow Class  
28 members and Aggrieved Employees, all of their earned wages and compensation.

1           161. Plaintiffs are informed, believe, and thereon allege that Defendants, by and through  
2 their respective corporate officers, directors, and managing agents, ordered, authorized, approved,  
3 and/or ratified the conduct herein alleged with intent to deprive the Plaintiffs, as well as their fellow  
4 Class members and Aggrieved Employees, of monies to which they were and are entitled under  
5 California law, so as to increase Defendants' profits, notwithstanding clear statutory obligations,  
6 including obligations which carry criminal penalties for noncompliance.

7                                   **TENTH CAUSE OF ACTION**

8                                   **(FAILURE TO INDEMNIFY FOR WORK-RELATED EXPENSES)**

9                                   **(Against All Defendants)**

10           162. Plaintiffs hereby reallege and incorporate by reference the allegations set forth in this  
11 Complaint as though fully set forth herein.

12           163. At all times pertinent hereto, California law, including, but not limited to, Labor Code  
13 § 2802 provided that California employees must be reimbursed for their employment-related  
14 expenses incurred in the discharge of their duties.

15           164. The Defendants, and each of them, violated, and are continuing to violate California  
16 law, including, but not limited to, the Wage Order and Labor Code § 2802 by failing to reimburse  
17 Plaintiffs, as well as their fellow Class members and Aggrieved Employees, all of their employment-  
18 related expenses, including, but not limited to, not reimbursing Plaintiffs, as well as their fellow Class  
19 members and Aggrieved Employees, for the cost of equipment and tools (including, without  
20 limitation, personal cell phones utilized by Defendants to communicate, supervise, direct, and control  
21 the Plaintiffs, as well as their fellow Class Members and Aggrieved Employees) necessary for  
22 discharging their duties as employees for Defendants.

23           165. Plaintiffs are informed, believe, and thereon allege that they and their fellow members  
24 of the Class and each of them, incurred substantial expenses in order to perform their jobs and for the  
25 benefit of Defendant employers – expenses which were not reimbursed by Defendants.

26           166. Plaintiffs are informed, believe, and thereon allege that they and their fellow members  
27 of the Class have sustained economic damages and losses in the amount of the un-reimbursed  
28 employment-related expenses, including, but not limited to, the cell phone charges incurred, as

1 required by the employer or necessary to the discharge of their duties.

2       167. Plaintiffs are informed, believe, and thereon allege that Defendants, by and through  
3 their respective corporate officers, directors, and managing agents, ordered, authorized, approved,  
4 and/or ratified the conduct herein alleged with intent to deprive the Plaintiffs, as well as their fellow  
5 Class members and Aggrieved Employees, of monies and other benefits to which they were and are  
6 entitled under California law, so as to increase Defendants' profits, notwithstanding clear statutory  
7 obligations, including obligations which carry criminal penalties for noncompliance.

8                               **ELEVENTH CAUSE OF ACTION**

9                               **(FAILURE TO PERMIT INSPECTION AND COPYING OF RECORDS)**

10                              **(Against All Defendants)**

11       168. Plaintiffs hereby reallege and incorporate by reference all facts and allegations alleged  
12 in this Complaint as though fully set forth herein.

13       169. As detailed hereinabove, at all times pertinent hereto, California law, including, but  
14 not limited to, Labor Code §§226 and 1198.5, required Defendants to permit Plaintiffs, as well as  
15 their fellow Class Members and Aggrieved Employees, to inspect and copy their wage and personnel  
16 records.

17       170. Plaintiffs are informed, believe, and thereon allege that despite written and/or oral  
18 request by the Plaintiffs, as well as their fellow Class Members and Aggrieved Employees,  
19 Defendants failed to permit the inspection and copying of the records specified in Labor Code §226  
20 within 21 calendar days of said request, and/or the personal records referenced in Labor Code  
21 §1198.5, within 30 calendar days from the date the employers received a written request for same  
22 from the Class Member.

23       171. Plaintiffs are informed, believe, and thereon allege that Defendants, by and through  
24 their respective corporate officers, directors, and managing agents, ordered, authorized, approved,  
25 and/or ratified the conduct herein alleged with intent to deprive the Plaintiffs, as well as their fellow  
26 Class members and Aggrieved Employees, of monies to which they were and are entitled under  
27 California law, so as to increase Defendants' profits, notwithstanding clear statutory obligations,  
28 including obligations which carry criminal penalties for noncompliance.

1 **TWELVTH CAUSE OF ACTION**

2 **(UNLAWFUL RESTRICTION OF WAGE DISCLOSURE – WORKING CONDITIONS)**

3 **(Against All Defendants)**

4 172. Plaintiffs hereby reallege and incorporate by reference all facts and allegations alleged  
5 in this Complaint as though fully set forth herein.

6 173. As detailed hereinabove, at all times pertinent hereto, California law, including, but  
7 not limited to, Labor Code §§232 and 232.5 prohibited Defendants from restricting Plaintiffs, as well  
8 as their fellow Class Members and Aggrieved Employees, from discussing the amount of their wages  
9 and/or their working conditions associated with their employment with Defendants.

10 174. In violation of Labor Code §§232 and 232.5, Defendants required, as a condition of  
11 employment, that Plaintiffs, and their fellow Class members and Aggrieved Employees, refrain from  
12 disclosing, sign a waiver or other document that purports to deny the employee the right to disclose,  
13 and/or formally discipline, or otherwise discriminate against those who disclose the amount of their  
14 wages, and/or Defendants' working conditions.

15 175. Plaintiffs are informed, believe, and thereon allege that Defendants, by and through  
16 their respective corporate officers, directors, and managing agents, ordered, authorized, approved,  
17 and/or ratified the conduct herein alleged with intent to deprive the Plaintiffs, as well as their fellow  
18 Class members and Aggrieved Employees, of the exercise of their statutory speech rights t which  
19 they were and are entitled under California law, including, but not limited to, the California Labor  
20 Code, so as to increase Defendants' profits, notwithstanding clear statutory obligations.

21 **THIRTEENTH CAUSE OF ACTION**

22 **(UNFAIR BUSINESS PRACTICES)**

23 **(Against All Defendants)**

24 176. Plaintiffs hereby reallege and incorporate by reference all facts and allegations alleged  
25 in this Complaint as though fully set forth herein.

26 177. Plaintiffs are informed, believe, and thereon allege that during the Class Period,  
27 Defendants committed unfair and unlawful business acts, as those terms are defined in Business an  
28 Professions Code §17200, et seq., and reaped substantial unjust revenue by, inter alia: (a) failing to

1 pay Plaintiffs, as well as their fellow Class members and Aggrieved Employees, all of their earned  
2 wages and compensation, including minimum, regular and overtime wages, by requiring, inter alia,  
3 Plaintiffs, as well as their fellow Class members and Aggrieved Employees, to work “off-the-clock”  
4 to complete their job duties, rounding down hours, and/or artificially deducting one-half hour from  
5 shifts in excess of five hours; (b) failing to permit Plaintiffs, as well as their fellow Class members  
6 and Aggrieved Employees, to take all of their statutorily entitled rest periods; (c) failing to provide  
7 Plaintiffs, as well as their fellow Class members and Aggrieved Employees, the opportunity to take  
8 all of their statutorily entitled meal periods; (d) failing to pay Plaintiffs, as well as their fellow Class  
9 members and Aggrieved Employees, one hour of compensation at their regular rate of pay, for each  
10 earned rest period not permitted and/or each earned meal period not provided; (e) failing to timely  
11 pay Plaintiffs, as well as their fellow Class members and Aggrieved Employees, all of their earned  
12 wages and compensation; (f) failing to furnish to Plaintiffs, as well as their fellow Class members and  
13 Aggrieved Employees, accurate Labor Code § 226 compliant wage statements; (g) failing to timely  
14 pay Plaintiffs, as well as their fellow Class members and Aggrieved Employees, all of their earned  
15 wages, compensation and benefits immediately at the termination of their employment or within  
16 seventy-two hours of them quitting; (h) failing to provide Plaintiffs, as well as their fellow Class  
17 members and Aggrieved Employees, a written notice in accordance with Labor Code § 2810.5; (i)  
18 requiring Plaintiffs, as well as their fellow Class members and Aggrieved Employees, to execute a  
19 statement of the hours they worked, and/or meal periods provided during the pay period which  
20 Defendants knew to be false; (j) requiring Plaintiffs, as well as their fellow Class members and  
21 Aggrieved Employees, to incur expenditures in the discharge of their duties to Defendants for which  
22 Defendants failing to indemnify and reimburse; (k) restricting Plaintiffs, as well as their fellow Class  
23 members and Aggrieved Employees, from disclosing, requiring them to sign a waiver or other  
24 document that purports to deny the employee the right to disclose, and/or formally disciplining, or  
25 otherwise discriminating against Plaintiffs, as well as their fellow Class members and Aggrieved  
26 Employees, for the disclosure of the amount of their wages, and/or Defendants’ working conditions;  
27 (l) failing to permit Plaintiffs, as well as their fellow Class members and Aggrieved Employees, the  
28 opportunity to inspect and copy records regarding their earned wages, and/or (m) failing to abide by

1 other provisions of the California Labor Code and Code of Regulations, including, without limitation,  
2 Labor Code §§ 90 et seq., 200 et seq., 510, 512, 1194 and other sections, as well as the Wage Order.  
3 Such conduct by Defendants constitutes unfair competition and unfair business practices, as such  
4 terms are described in Business and Professions Code §17200, et seq.

5 178. Pursuant to Business and Professions Code § 17203, the court is authorized to make  
6 such orders or judgments as may be necessary to prevent the use or employment by any such person  
7 or entity of any such practice which constitutes unfair competition or as may be necessary to restore  
8 to any person in interest any money or property which may have been acquired by means of such  
9 unfair competition.

10 179. Plaintiffs are informed, believe, and thereon allege that Defendants have violated  
11 California labor law as detailed herein and, unless restrained and ordered to disgorge to Plaintiffs, as  
12 well as their fellow Class members and Aggrieved Employees,, as restitution, all ill-gotten revenue  
13 derived from Defendants' unfair and unlawful business practices detailed herein, Defendants will  
14 continue to violate Unfair Competition Law by engaging in the business practices violative of  
15 California labor law as detailed hereinabove.

16  
17 **FOURTEENTH CAUSE OF ACTION**

18 **(PRIVATE ATTORNEY GENERAL ACT – LABOR CODE §§ 2698, et seq.)**

19 **(Against All Defendants)**

20 180. Plaintiffs hereby reallege and incorporate by reference the allegations set forth in this  
21 First Amended Complaint, as though fully set forth herein.

22 181. At all times relevant hereto, California law, including, but not limited to, Labor Code  
23 §§ 2698, et seq., known as the Labor Code Private Attorneys General Act of 2004 (“PAGA”), provided  
24 an aggrieved employee, on behalf of themselves and other current or former employees, through a  
25 civil action, a procedure to recover those civil penalties to be assessed against Defendants and collected  
26 by the Labor and Workforce Development Agency or any of its departments, divisions, commissions,  
27 boards, agencies, or employees, for a violation of the Labor Code.  
28

1           182. At all times relevant hereto, California law, including, but not limited to, Labor Code  
2 § 2699, provided in pertinent part: “(a) Notwithstanding any other provision of law, any provision of  
3 this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce  
4 Development Agency or any of its departments, divisions, commissions, boards, agencies, or  
5 employees, for a violation of this code, may, as an alternative, be recovered through a civil action  
6 brought by an aggrieved employee on behalf of himself or herself and other current or former  
7 employees pursuant to the procedures specified in Section 2699.3. (b) For purposes of this part,  
8 "person" has the same meaning as defined in Section 18. (c) For purposes of this part, “aggrieved  
9 employee” means any person who was employed by the alleged violator and against whom one or  
10 more of the alleged violations was committed.”

11           183. At all times relevant hereto, California law, including, but not limited to, Labor Code  
12 § 2699(e), provided in pertinent part: “(1) For purposes of this part, whenever the Labor and Workforce  
13 Development Agency, or any of its departments, divisions, commissions, boards, agencies, or  
14 employees, has discretion to assess a civil penalty, a court is authorized to exercise the same discretion,  
15 subject to the same limitations and conditions, to assess a civil penalty.... (f)(2) If, at the time of the  
16 alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars  
17 (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars  
18 (\$200) for each aggrieved employee per pay period for each subsequent violation...(g) (1) Except as  
19 provided in paragraph (2), an aggrieved employee may recover the civil penalty described in  
20 subdivision (f) in a civil action pursuant to the procedures specified in Section 2699.3 filed on behalf  
21 of himself or herself and other current or former employees against whom one or more of the alleged  
22 violations was committed. Any employee who prevails in any action shall be entitled to an award of  
23 reasonable attorney’s fees and costs. Nothing in this part shall operate to limit an employee’s right to  
24 pursue or recover other remedies available under state or federal law, either separately or concurrently  
25 with an action taken under this part....”  
26  
27  
28

1           184. Plaintiffs are informed, believe and thereon allege that at all times pertinent hereto, the  
2 PAGA, codified in California Labor Code §§ 2698, et seq., applied to the Labor Code violations  
3 alleged herein against Defendants.

4           185. Plaintiff is informed, believes and thereon alleges that at all times pertinent hereto he  
5 was an “aggrieved employee” of Defendants, as that phrase is statutorily defined pursuant to Labor  
6 Code § 2699(c); in particular, Plaintiff and fellow members of the Class/aggrieved employees were  
7 persons employed by the alleged violators, i.e. Defendants, and against whom one or more of the  
8 alleged violations was committed.

9           186. Plaintiff has complied with all procedural requirements of the PAGA codified in  
10 California Labor Code §§ 2698, et seq.

11           187. In particular, on October 6, 2022, Plaintiff, as an aggrieved employee of Defendants  
12 and representative of the Class, gave written Notice by certified mail to the California Labor and  
13 Workforce Development Agency and Defendants, of provisions of the California Labor Code violated  
14 by Defendants, including the facts and theories supporting said violations (the “Notice”).

15           188. Plaintiff is informed, believes, and thereon alleges that he is statutorily authorized to  
16 commence a civil action against Defendants pursuant to the PAGA, including Labor Code §§ 2698,  
17 2699, 2699.3 and 2699.5, as either the California Labor and Workforce Development has notified the  
18 employer and Plaintiff by certified mail that it does not intend to investigate the alleged violation  
19 within thirty (30) calendar days of the postmark date of their receipt of the Notice or at least thirty  
20 three (33) calendar days have elapsed from the postmark date of the Notice with the California Labor  
21 and Workforce Development having not provided notification of any intention to investigate the  
22 alleged violations.

23           189. Plaintiffs are informed, believe, and thereon allege that at all times pertinent hereto,  
24 California Labor Code § 2699.3(a)(2)(C) provided, “Notwithstanding any other provision of law, a  
25 plaintiff may as a matter of right amend an existing complaint to add a cause of action arising under  
26 this part at any time within 60 days of the time periods specified in this part.”  
27  
28

1           190. As a result of Defendants' violations of the California Labor Code enumerated herein  
2 above, pursuant to California Labor Code § 2699(f)(1), Plaintiffs and fellow members of the  
3 Class/aggrieved employees are entitled to recover a civil penalty of one hundred dollars (\$100) for  
4 each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for  
5 each aggrieved employee per pay period for each subsequent violation, as well as an award of  
6 reasonable attorney's fees and costs pursuant to California Labor Code § 2699(g)(1).

7           191. Plaintiffs are informed, believe, and thereon allege that at all times pertinent hereto,  
8 California Labor Code § 2699(g)(1) provided in pertinent part, "...Nothing in this part shall operate  
9 to limit an employee's right to pursue or recover other remedies available under state or federal law,  
10 either separately or concurrently with an action taken under this part...."

11           192. Plaintiffs are informed, believe, and thereon allege that at all times pertinent hereto,  
12 Labor Code § 558 provided in pertinent part, "(a) Any employer or other person acting on behalf of  
13 an employer who violates, or causes to be violated, a section of this chapter or any provision regulating  
14 hours and days of work in any order of the IWC shall be subject to a civil penalty as follows: (1) For  
15 any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the  
16 employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each  
17 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for  
18 which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3)  
19 Wages recovered pursuant to this section shall be paid to the affected employee.... (c) The civil penalties  
20 provided for in this section are in addition to any other civil or criminal penalty provided by law."

21           193. As a result of Defendants' violations of the California Labor Code enumerated herein  
22 above, pursuant to California Labor Code § 558, Plaintiffs, and fellow Aggrieved Employees, are  
23 entitled to recover a civil penalty of fifty dollars (\$50) for each aggrieved employee per pay period for  
24 the initial violation, in addition to an amount sufficient to recover underpaid wages, and one hundred  
25 dollars (\$100) for each aggrieved employee per pay period for each subsequent violation, in addition  
26 to an amount sufficient to recover underpaid wages, as well as reasonable attorney's fees and costs  
27 pursuant to California Labor Code § 2699(g)(1).  
28

1 **PRAYER**

2 NOW, THEREFORE, the Plaintiffs, individually, and on behalf of their fellow members of  
3 the Class and Aggrieved Employees, pray for judgment against Defendants, Does 1 through 25, and  
4 each of them, as follows:

- 5 1. For certification of the Class and all Sub-Classes on all causes of action;
- 6 2. For all earned minimum and regular rate wages as restitution and compensatory  
7 damages in an amount according to proof at the time of trial;
- 8 3. For all earned overtime and double time wages as restitution and compensatory  
9 damages in an amount according to proof at the time of trial;
- 10 4. For restitution and compensatory damages according to proof at the time of trial;
- 11 5. For additional monies equal to one hour of pay for each member of the Class for each  
12 work day within the statutory period of Labor Code § 226.7, in which such members worked 3.5  
13 hours without being permitted a paid ten (10) consecutive minute, uninterrupted, rest period and/or  
14 worked 6 hours and not permitted a paid second ten (10) consecutive minute, uninterrupted, rest  
15 period;
- 16 6. For additional monies equal to one hour of pay for each member of the Class for each  
17 work day within the statutory period of Labor Code § 226.7, in which such members worked five  
18 hours without being provided a thirty (30) consecutive, uninterrupted, meal period, and/or worked ten  
19 hours without being provided a second thirty (30) consecutive minute, uninterrupted, meal period;
- 20 7. For statutory and civil penalties as authorized by statute including, but not limited to,  
21 the California Labor Code;
- 22 8. For the greater of actual damages sustained or penalties as authorized by statute  
23 including, but not limited to, the California Labor Code;
- 24 9. For compensatory damages comprised of the following: the respective earned  
25 minimum, regular rate, and overtime wages, Labor Code § 226.7 premium pay compensation, and  
26 interest earned by Plaintiffs, as well as their fellow Class members and Aggrieved Employees,, but  
27 not paid by Defendants, as detailed hereinabove, in an identifiable amount which Defendants were  
28 statutorily required to specify and record;

1           10.     Liquidated damages pursuant to Labor Code §1194.2 in an amount equal to the wages  
2 unlawfully unpaid and interest thereon.

3           11.     For injunctive relief in the form of an order compelling Defendants to cease  
4 enforcement of their policies and practices which are in violation of the California Labor Code and  
5 the applicable Industrial Welfare Commission Wage Order as detailed herein, and compel Defendants  
6 to comply with California labor law, including, but not limited to: (a) Provide the Class Members the  
7 required Notice pursuant to the California Wage Theft Prevention Act; (b) Provide the Class  
8 Members their statutorily entitled rest and meal periods and/or pay them the statutorily required  
9 premium compensation for each rest period not permitted and meal period not provided; (c) permit  
10 Plaintiffs, as well as their fellow Class members and Aggrieved Employees, to disclose the amount of  
11 their wages, and/or Defendants' working conditions, as well as cease and desist with required them to  
12 sign a waiver or other document that purports to deny the employee the right to disclose, and/or  
13 formally disciplining, or otherwise discriminating against Plaintiffs, as well as their fellow Class  
14 members and Aggrieved Employees, for the disclosure of the amount of their wages, and/or  
15 Defendants' working conditions; (d) Permit the Class Members to inspect and copy their wage and  
16 personnel records; and (e) Provide the Class Members Labor Code §226 compliant wage statements;

17           12.     Recovery of wages unlawfully withheld as a restitutionary remedy under the Unfair  
18 Competition Law.

19           13.     For pre-judgment interest at the legal rate;

20           14.     For reasonable attorney's fees and costs pursuant to Code of Civil Procedure §  
21 1021.5, Labor Code §§ 218.5, 226, 1194, 2699(g)(1), and 2802, and as otherwise permitted by  
22 statute;

23           15.     For costs of suit incurred herein; and

24           16.     For such other and further relief as the court deems just and proper.

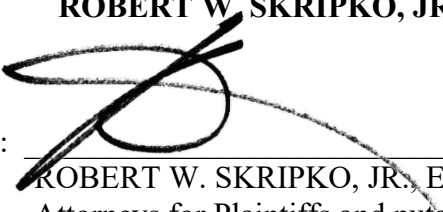
25                           **DEMAND FOR JURY TRIAL**

26           Plaintiffs and proposed Class-PAGA Representatives, VICTOR GAMEZ and MARIO RUIZ,  
27 individually and on behalf of all those similarly situated members of the Class, as well as fellow  
28 Aggrieved Employees, hereby demand trial by jury in this action.

**LAW OFFICE OF  
ROBERT W. SKRIPKO, JR., PC**

Dated: March 1, 2023

By: \_\_\_\_\_

  
ROBERT W. SKRIPKO, JR., ESQ.

Attorneys for Plaintiffs and putative  
Class-PAGA Representatives, VICTOR GAMEZ  
and MARIO RUIZ, individually, and on behalf of  
all others similarly situated members of the Class  
and fellow Aggrieved Employees