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JULIAN MEJIA,
 and all putative class members

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JULIAN MEJIA, an individual, on behalf of
 himself and all others similarly situated,

Plaintiff,

vs.

THE ANTI-RECIDIVISM COALITION, a
 California nonprofit public benefit corporation
 and DOES 1-50, inclusive,

Defendant.

Case No.: **22STCV33021**

CLASS ACTION COMPLAINT FOR:

- 1. Failure to Pay for All Hours Worked, Including Overtime Hours Worked;**
- 2. Failure to Pay Wages Due upon Termination;**
- 3. Failure to Provide Rest Breaks;**
- 4. Failure to Provide Uninterrupted Meal Breaks;**
- 5. Failure to Reimburse for Required Business Expenses;**
- 6. Failure to Provide Accurate Itemized Wage Statements**
- 7. Unlawful Business Practices
Bus & Prof. Code §17200**

JURY TRIAL DEMANDED

1 Plaintiff JULIAN MEJIA, individually, and on behalf of all others similarly situated
2 (collectively “Plaintiff”), alleges as follows:

3 NATURE OF THE ACTION

4 1. This is an employment class action on behalf of over 100 hourly, non-exempt employees
5 against their employer for violations of numerous wage and hour laws. Plaintiff brings this
6 employment class action complaint on behalf of himself, and all others similarly situated against
7 THE ANTI-RECIDIVISM COALITION, and DOES 1-50, inclusive, (hereafter collectively
8 “Defendant” or “Defendants”).

9 2. Defendant is a nonprofit public benefit corporation providing residential and other
10 community services. Plaintiff worked for Defendant as an hourly, non-exempt employee until July
11 14, 2022.

12 3. As described further below, Defendant has violated the California Labor Code by (1)
13 failing to pay for all hours worked, including overtime hours worked (§§204, 206, 206.5, 210, 216,
14 218, 218.6, 221, 223, 510, 558, 1194, 1197, 1197.1, 1198); (2) failing to pay wages due upon
15 termination (§§201, 202, 203, 256); (3) failing to provide rest breaks (§226, 226.7, 512, 558, 1198);
16 (4) failing to provide uninterrupted meal breaks (§226, 226.7, 512, 558); (5) failing to reimburse
17 for required business expenses (§1198, 2802); (6) and failing to provide accurate wage statements
18 (§226, 1174, 1174.5); and (7) unlawful and unfair business practices (Bus. & Prof. Cod3 §17200,
19 et. seq.).

20 4. The class claims in this action are brought pursuant to Code of Civil Procedure (“CCP”)
21 §382, seeking recovery for unpaid wages, including overtime wages, missed meal and rest period
22 penalty pay, statutory and waiting time penalties, injunctive and other equitable relief, interest, and
23 reasonable attorneys’ fees and costs. Pursuant to the class action procedures provided for under
24 California law, Plaintiff, on behalf of himself and proposed Class Members (also referred to as
25 “Class”), also seeks injunctive relief and restitution of all benefits Defendant has received from
26 their unlawful actions as alleged herein.

27 5. The “Class Period” is designated as the four-year period prior to the filing of this
28 Complaint through the date of final disposition of this action. From the start of the Class Period

1 through the present, Defendant has had a policy and/or practice of among other violations: late
2 and/or interrupted meal breaks, untimely and/or interrupted rest breaks, not reimbursing required
3 business expenses, issuing inaccurate wage statements, and ignoring and violating California wage
4 and hour laws, and workplace safety laws, in their business as more fully set forth below.

5 6. Defendant has treated all persons employed in California in such a way as to violate
6 California's laws governing conditions of employment and payment of wages owed. Plaintiff
7 asserts that Defendant has knowingly and with conscious disregard of the law refused to pay the
8 Class Members all wages owed, including overtime wages and meal and rest break penalty wages.
9 Defendant has violated numerous Labor Code provisions, as set forth herein. Class Members are
10 owed their back pay, plus interest and/or premiums and penalties under Business and Professions
11 Code section 17203 to compensate Class Members and Class Members for the delay in receiving
12 wages due.

13 7. Defendant, by and through their actions, have engaged in unfair competition, requiring
14 restitution to persons affected and disgorgement of profits so obtained.

15 **THE PARTIES**

16 8. Plaintiff JULIAN MEJIA is an individual who resides in California and worked for
17 Defendant until July 14, 2022.

18 9. Defendant THE ANTI-RECIDIVISM COALITION is a nonprofit public benefit
19 corporation doing business in California with the capacity to sue and to be sued and doing business,
20 in Los Angeles County, State of California. THE ANTI-RECIDIVISM COALITION exercised
21 control over the wages, hours, and/or working conditions of Plaintiff and members of the proposed
22 class throughout the liability period.

23 10. Defendant Does 1-50, inclusive, are sued herein under fictitious names. Their true
24 names and capacities are unknown to Plaintiff. When their true names and capacities are
25 ascertained, Plaintiff will amend this complaint by inserting their true names and capacities herein.
26 Plaintiff is informed and believe, and thereon alleges, that each of the fictitiously named Defendant
27 is responsible in some manner for the occurrences herein alleged, and that the damages sustained
28

1 by Plaintiff and the Class Members herein alleged were proximately caused by such Doe
2 Defendant.

3 11. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
4 indirectly, or through agents or other persons, employed Plaintiff and other members of the Class,
5 and exercised control over their wages, hours, and working conditions. Plaintiff is informed and
6 believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the
7 agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects
8 pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendants.

9 **JURISDICTION AND VENUE**

10 12. Venue is proper in this judicial district because Defendant conducts business in this
11 County and Defendant has legal obligations to Plaintiff and many of the Class Members in this
12 case that arose in this county.

13 13. The monetary damages, restitution and statutory penalties sought by Plaintiff exceed
14 the minimal jurisdictional limits of the Superior Court and will be established according to proof
15 at trial. Based on information, investigation, and analysis, Plaintiff alleges that the amount in
16 controversy, including claims for monetary damages, penalties, and attorney's fees, is more than
17 twenty-five thousand dollars (\$25,000) and less than five million dollars (\$5,000,000).

18 14. The California Superior Court has jurisdiction in this matter because Plaintiff is a
19 resident of California and Defendant is incorporated in and/or qualified to do business in California
20 and regularly conduct business in California. Further, there is no federal question at issue as the
21 claims herein are based solely on California law.

22 **GENERAL ALLEGATIONS**

23 15. During the Class Period, Defendant committed various violations of the California
24 Labor Code, the UCL and the applicable IWC Wage Order, as alleged below in more detail.
25 Defendant enforces multiple policies that violate state law which are intended to increase its own
26 profits to the detriment of its employees.

27 16. Plaintiff and the putative class are employees of Defendant.
28

1 17. Plaintiff was denied payment for all hour hours worked, resulting from Defendant's
2 practices of rounding hours clock in and clock out entries to the quarter hour or hour. Plaintiff and
3 class members' wage statements, for example, show payment for hours worked only in round
4 numbers – 26, 32, 40, etc. – despite the fact that employees clocked in and out using an app that
5 could track clock in and out times to the minute. Oftentimes the rounding would cause the
6 employees to not be paid for all hours they worked and was neither fair nor neutral.

7 18. Defendant failed to maintain a policy and practice that provides its employees with off-
8 duty rest periods as required by California law.

9 19. During Plaintiff's employment, Defendant failed to maintain a compliant meal period
10 policy and practice. Defendant failed to provide all hourly employees with their right to take an
11 off-duty unpaid 30-minute meal period.

12 20. Defendant intentionally and willfully failed to pay Plaintiff and Class Members who
13 are no longer employed by it all compensation due upon termination of employment as required
14 by Cal. Lab. Code §§201 and 202.

15 21. Plaintiff and Class Members were required to use their personal cell phones while on
16 the clock and were required to clock in and out using an app on their mobile devices without being
17 reimbursed as required by the Labor Code §2802.

18 22. Defendant failed to pay all wages earned to employees as a result of the unlawful
19 employment policies and practices which resulted in a failure to pay all wages owed twice per
20 month in violation of Labor Code §204(a).

21 23. Defendant further failed to provide timely, accurate, itemized wage statements to
22 Plaintiff and the Class Members, as well as maintain accurate records, in accordance with Labor
23 Code §§ 226 and 1174.

24 24. Based upon the above allegations, Defendant engaged in unfair competition.

25 **CALIFORNIA CLASS ACTION ALLEGATIONS**

26 25. Plaintiff brings this action on behalf of himself, and all other persons similarly situated,
27 to recover from Defendant for failure to comply with California wage and hour laws, and for claims
28 under Business and Professions Code § 17200.

1 26. This action has been brought and may properly be maintained as a class action
2 pursuant to the provisions of Code of Civil Procedure § 382 because the proposed class is
3 ascertainable and there is a well-defined community of interest. Plaintiff is among in excess of 100
4 employees who have been similarly injured by Defendant's unlawful employment policies and
5 practices.

6 27. The "Relevant Time Period" or proposed "Class Period" as defined herein commences
7 four years prior to the date of filing this Complaint.

8 28. Plaintiff brings this action on their behalf and as a class action under Cal. Code of
9 Civil Procedure §382 on behalf of the following defined groups:

10 29. Proposed Class: "All persons who are employed or have been employed by Defendant
11 in the State of California as hourly, non-exempt workers during the period of the relevant statute
12 of limitations."

13 30. Proposed Sub-classes:

14 A. All persons who are employed or have been employed by Defendant in the State
15 of California as hourly, non-exempt workers during the period of the relevant
16 statute of limitations, who worked one or more shift in excess of five (5) hours.

17 B. All persons who are employed or have been employed by Defendant in the State
18 of California as hourly, non-exempt workers during the period of the relevant
19 statute of limitations, who worked one or more shifts in excess of six (6) hours.

20 C. All persons who are employed or have been employed by Defendant in the State
21 of California as hourly, non-exempt workers during the period of the relevant
22 statute of limitations, who worked one or more shifts in excess of eight (8)
23 hours.

24 D. All persons who are employed or have been employed by Defendant in the State
25 of California as hourly, non-exempt workers during the period of the relevant
26 statute of limitations, who worked one or more shifts in excess of three and one-
27 half hours (3 ½), but less than or equal to six (6) hours.
28

1 E. All persons who are employed or have been employed by Defendant in the State
2 of California as hourly, non-exempt workers during the period of the relevant
3 statute of limitations, who worked one or more shifts in excess of six (6) hours,
4 but less than or equal to ten (10) hours.

5 F. All persons who are employed or have been employed by Defendant in the State
6 of California as hourly, non-exempt workers during the period of the relevant
7 statute of limitations, who separated their employment from Defendant.

8 G. All persons who are employed or have been employed by Defendant in the State
9 of California as hourly, non-exempt workers during the period of the relevant
10 statute of limitations, who received pay for one or more pay periods.

11 H. All persons who are employed or have been employed by Defendant in the State
12 of California as hourly, non-exempt workers during the period of the relevant
13 statute of limitations, who were not reimbursed for required business expenses.

14 31. This action is brought, and may properly be maintained, as a class action under CCP
15 §382 because there is a well-defined community of interest in the litigation, and the proposed Class
16 and Subclasses (collectively “Class”) are easily ascertainable.

17 32. Numerosity: The Proposed Class is so numerous that joinder of all members is
18 impractical. Plaintiff is informed and believes, and on that basis alleges, that during the relevant
19 time period, Defendant employed over 100 putative Class Members who are geographically
20 dispersed and who satisfy the definition of the proposed Class. As such, a class action is the only
21 available method for the fair and efficient adjudication of this controversy. Membership in the
22 Proposed Class can be easily ascertained by an examination and analysis of employee and payroll
23 records, among other records within Defendant’s possession and control.

24 33. Typicality: Plaintiff’s claims are typical of the claims of the Class Members. Plaintiff,
25 like others similarly situated, was subjected to Defendant’s common, unlawful policies, practices,
26 and procedures described above. The Plaintiff’s positions at the company was typical of those of
27 other Class Members. Plaintiff’s claims are typical of the claims of each Class Member because
28 each have sustained damages arising out of and caused by Defendant’s common course of conduct,

as alleged herein. As such, Plaintiff has the same interests in this matter as all members of the Class.

34. Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the Class. Plaintiff has retained counsel competent and experienced in complex class actions and California labor and employment litigation.

35. Commonality: Common questions of law and fact exist, including but not limited to the following:

- i. Whether Defendant violated wage and hour laws by not paying all wages, including overtime and penalty;
- ii. Whether Defendant violated wage and hour laws by failing to provide all required rest periods periods;
- iii. Whether Defendant violated wage and hour laws by failing to provide all required, duty-free, 30-minute minimum meal periods;
- iv. Whether Defendant violated wage and hour laws by failing to pay all wages owed twice a month;
- v. Whether Defendant violated wage and hour laws by not compensating for required business expenses;
- vi. Whether Defendant violated wage and hour laws by failing to pay all wages owed upon termination;
- vii. Whether Defendant's policy and practice concerning rest breaks was unlawful;
- viii. Whether Defendant's policy and practice concerning meal breaks was unlawful;
- ix. Whether Defendant's policy and practice concerning business expense reimbursement was unlawful;
- x. Whether Defendant unlawfully failed to keep and furnish Class Members with accurate, itemized records of hours worked, in violation of Labor Code §§ 226 and 1174;

- 1 xi. Whether Defendant's policy and practice of failing to pay employees all
2 wages owed twice per month violates Labor Code §204(a);
- 3 xii. Whether Defendant's policy and practice of failing to pay its employees all
4 wages due within the time required by law after their employment ended
5 violates the law and warrants waiting time penalties under Cal. Labor Code
6 §§ 200, 201, 202, 203, and 204;
- 7 xiii. The proper measure of damages sustained and the proper measure of
8 restitution recoverable by Plaintiff, the Class Members, and Subclass
9 Members;
- 10 xiv. Whether the Class Members are entitled to injunctive relief to enjoin any
11 further violations of wage and labor laws;
- 12 xv. Whether Defendant, and each of them, are/were participants in the alleged
13 unlawful and/or tortious conduct;
- 14 xvi. Whether Defendant's conduct was willful and reckless;
- 15 xvii. The effect upon and the extent of injuries suffered by Plaintiff and the Plaintiff
16 Class and the appropriate amount of reimbursement, restitution, damages, or
17 other compensation; and
- 18 xviii. What is the extent of liability of each Defendant, including DOE defendants,
19 to each Class and Subclass member?

20 36. Superiority: A class action is superior to other available methods of the fair and
21 efficient adjudication of the controversy, particularly in the context of wage and hour litigation
22 where the damage suffered by individual plaintiffs, while not inconsequential, makes individual
23 actions impracticable given the expenses and burdens associated with seeking individual relief.
24 Prosecuting over 100 identical, individual lawsuits does not promote judicial efficiency or equity
25 and consistency in judicial results. Moreover, the Class is a group of hourly, low-wage earning
26 employees who rely on their wages and requiring that each individual take time away from work
27 to prosecute individual actions would be inequitable and result in undue hardship for the individual
28 Class members and their families. Public policy favors efficient resolution of their claims and

uniform enforcement of California Labor laws against entities skirting their legal obligations at the expense of a vulnerable working population.

37. Manageability: Plaintiff is informed and believes that all allegations in this Complaint are capable of being determined on the same evidence and based primarily on review of corporate records and key testimony of Defendant's corporate representatives. To the extent statistical analysis and representative evidence is necessary, Plaintiff and proposed class counsel will employ competent experts and consultants in the field to determine and review evidence for both issues of liability and damages in a scientifically reliable manner.

38. Plaintiff requests, pursuant to Rule 1857(a)(1) and Rule 3.766 of the California Rules of Court, that the absent Class and Subclass Members be notified by the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The names and address of the Class and Subclass Members are available from Defendant.

FIRST CAUSE OF ACTION

FAILURE TO PAY FOR ALL HOURS WORKED, INCLUDING OVERTIME HOURS

WORKED

Cal. Labor Code §§204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 558, 1194, 1197,

1197.1, 1198, 2698 et seq., Wage Order 5

(All Plaintiff Against All Defendant)

39. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

40. Section 2(K) of Wage Order 5 defines "hours worked" as "the time during which an employee is subject to the control of an including all the time the employee is suffered or permitted to work, whether or not required to do so." Defendant has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period.

41. Time Rounding. Plaintiff and Class Members were underpaid for hours worked due to Defendant's practice of rounding hours clock in and clock out entries to the quarter hour or hour.

1 Wage statements show payment for hours worked only in round numbers despite the fact that
2 employees clocked in and out using an app that could track clock in and out times to the minute.

3 42. Failure to Pay Wages- Required Minimum Wage. Defendant failed to pay Plaintiff and
4 Class Members any wages for off the clock hours worked, thus failing to pay minimum wages for
5 those hours in violation of Labor Code §1197, 1197.1, 1199 and Wage Order 5-2001 4(B).
6 Defendant is liable for civil penalties pursuant to Labor Code §§558 and 2699 et seq.

7 43. Failure to Pay All Wages Owed Twice Per Month. Defendant was required to pay
8 Plaintiff and Class Members all wages earned twice during each calendar month pursuant to Labor
9 Code §204(a). Defendant failed to pay all wages earned to employees as a result of the unlawful
10 employment policies and practices discussed herein. As a result of these practices, Plaintiff and
11 Class Members were underpaid for hours worked, including overtime and penalty wages, and this
12 underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure,
13 Defendant is liable under Labor Code §210 for failure to pay wages as required by law.

14 44. Plaintiff alleges on information and belief that Defendant's failure to pay the Class
15 Members for all hours worked as alleged in this cause of action, was willful, and thus entitles the
16 Class Members to penalties under Labor Code § 203. Specifically, Labor Code § 203 provides that
17 an employee's wages shall continue as a penalty until paid or for a period of up to 30 days from
18 the time they were due, whichever period is shorter.

19 45. In addition, and pursuant to Labor Code § 558, Plaintiff requests that this Court award
20 civil penalties as set forth in § 558 for each pay period during which Defendant failed to pay the
21 Class Members as alleged above.

22 **SECOND CAUSE OF ACTION**

23 **FAILURE TO PAY WAGES DUE UPON TERMINATION**

24 **Cal. Lab. Code §§201, 202, 203, 256 and 2698 et seq.**

25 **(All Plaintiff Against All Defendant)**

26 46. Plaintiff incorporates by reference in this cause of action each allegation of the
27 preceding paragraphs as though fully set forth herein.
28

47. An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Defendant knowingly and willfully failed to pay all compensation due and owing to Plaintiff at the time employment terminated. Defendant willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203. Moreover, Defendant is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE REST BREAKS

Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 et seq

(All Plaintiff Against All Defendant)

48. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

49. Defendant has failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Plaintiff reports that he missed rest breaks daily.

50. Rest periods were either less than ten minutes, not provided, interrupted or late, “on duty”, or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Defendant: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Defendant did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

1 51. Defendant did not authorize or permit all of its hourly employees to take at least a ten
2 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major
3 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and Wage Order 5-2001 ¶12. When
4 breaks were missed Defendant failed to pay the 1-hour penalty, as required. Because Defendant
5 violated the Wage Order, Defendant is liable under Labor Code §1198. As a result of these
6 violations, Defendant is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

7 52. Plaintiff also seeks injunctive relief requiring Defendant to comply with the California
8 Labor Code and Wage Orders with respect to rest periods, declaratory relief that Defendant's
9 policies regarding such are unlawful, and attorneys' fees and costs, and under Cal. Code of Civ.
10 Pro. §1021.5.

11 53. Defendant's failure to pay rest period premiums was done willfully, in bad faith, in
12 knowing violation of the California Labor Code and the IWC Wage Order.

13 **FOURTH CAUSE OF ACTION**

14 **FAILURE TO PROVIDE UNINTERRUPTED MEAL BREAKS**

15 **Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2699 *et seq***

16 **(All Plaintiff Against All Defendant)**

17 54. Plaintiff incorporates by reference in this cause of action each allegation of the
18 preceding paragraphs as though fully set forth herein.

19 55. During Plaintiff's employment, Defendant failed to maintain a compliant meal period
20 policy and practice. Defendant failed to provide all of its hourly employees with their right to take
21 an off-duty unpaid 30-minute meal period. Labor Code §512 provides, "[a]n employer may not
22 employ an employee for a work period of more than five hours per day without providing the
23 employee with a meal period of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o
24 employer shall require an employee to work during any meal... period mandated by an applicable
25 order of the Industrial Welfare Commission." Paragraph 11(A) of the Wage Orders provides, in
26 pertinent part, "[u]nless an employee is relieved of all duty during a 30-minute meal period, the
27 meal period shall be considered an 'on duty' meal period and counted as time worked." Labor
28 Code 1198 states that any violation of a wage order is a violation of the Labor Code.

1 56. Plaintiff and Class Members frequently worked straight through their shifts without a
2 meal period or with a late meal period. However, Defendant would ask employees to input into
3 the ADP timekeeping app that they took a meal period even in instances when they were unable
4 to.

5 57. Plaintiff and Class Members did not receive off-duty meal periods, frequently working
6 straight through their shifts without a meal period or with a late meal period. Full, uninterrupted,
7 off-duty, thirty-minute meal periods were not provided because Defendant: (1) did not account for
8 all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and
9 train employees about their rights to meal periods and premium payments for non-compliant meal
10 periods; (3) did not adequately inform and train employees about when, where and how to take
11 timely and uninterrupted thirty-minute meal periods; (4) because Defendant did not staff enough
12 people to schedule all timely and uninterrupted thirty-minute meal periods; and/or (5) because
13 management at various levels, affecting all hourly, non-exempt employees, refused to offer,
14 permit, or enforce a lawfully compliant meal period policy. Employees were not paid a premium
15 payment, paid as an hour's wage when meal periods were not given to them in compliance with
16 California law.

17 58. Plaintiff seeks injunctive relief requiring Defendant to comply with the California
18 Labor Code and relevant Wage Orders with respect to meal periods, declaratory relief that
19 Defendant's policies regarding such are unlawful, and attorneys' fees and costs, and under Cal.
20 Code of Civ. Pro. §1021.5.

21 59. In addition, and pursuant to Labor Code § 558, Plaintiff requests that this Court award
22 civil penalties as set forth in § 558 for each pay period during which Defendant failed to pay the
23 Class Members as alleged above.

24 60. Defendant's failure to pay meal period premiums was done willfully, in bad faith, in
25 knowing violation of the California Labor Code and the IWC Wage Orders.

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1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE FOR REQUIRED BUSINESS EXPENSES**

3 **Cal. Labor Code §§1198, 2802, 2699 et seq.**

4 **(All Plaintiff Against All Defendant)**

5 61. Plaintiff incorporates by reference in this cause of action each allegation of the
6 preceding paragraphs as though fully set forth herein.

7 62. Labor Code §2802 requires employers to indemnify employees for necessary
8 expenditures or losses incurred by employees in direct consequence of discharge of duties. Here,
9 Plaintiff and Class Members were required to use their personal cell phone for work purposes
10 because employees were required to download and use the ADP timekeeping app on their personal
11 devices and use it throughout their shifts. Additionally, when Plaintiff and Class Members were
12 required to travel between Defendant's locations during workdays, they were not paid mileage.
13 Defendant failed to reimburse Plaintiff or Class Members for any of the above expenses.

14 **SIXTH CAUSE OF ACTION**

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

16 **Cal. Labor Code §§ 226, 1174, 1174.5, 2699 et seq**

17 **(All Plaintiff Against All Defendant)**

18 63. Plaintiff incorporates by reference in this cause of action each allegation of the
19 preceding paragraphs as though fully set forth herein.

20 64. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
21 wage statements to Plaintiff and the Class Members in accordance with Labor Code §§ 226 and
22 keep accurate records as required by §1174(d). The statements provided to Plaintiff and Class
23 Members, and the records maintained by Defendant, have not accurately reflected actual gross
24 wages earned, including pay for all hours worked, meal and rest period penalties, expense
25 reimbursement, and overtime.

26 65. Such failures caused injury to Plaintiff and others, by, among other things, impeding
27 them from knowing the total hours worked and the amount of wages to which they are and were
28 entitled. Defendant knowingly and intentionally failed to itemize the gross wages earned, net

wages earned, and total hours worked. Defendant is liable for civil penalties pursuant to Labor Code § 2698 et seq.

66. California Labor Code § 226(a) provides that, at the time of each payment of wages, an employer shall provide each employee with a wage statement itemizing, among other things, the total hours worked by the employee in the pay period, and all applicable hourly rates in effect during the pay period, the corresponding number of hours worked at each hourly rate by the employee, and the true legal name of the entity that is the employer.

67. California Labor Code § 226(e) provides that an employee suffering injury as a result of a knowing and intentional failure by an employer to comply with Labor Code § 226(a) is entitled to recover the greater of his or her actual damages or a penalty of \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period (up to a maximum of \$4,000), in addition to attorneys' fees and costs.

68. Plaintiff and the Class Members are therefore entitled to the damages and penalties, plus attorneys' fees and costs, provided for under Labor Code §§ 226(e) and (g). Pursuant to Labor Code § 226(g), Plaintiff and the Class Members are also entitled to and seek injunctive relief requiring Defendant to comply with Labor Code 226(a).

69. Labor Code § 1174.5 provides that "[a]ny person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records maintained by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500)."

70. Plaintiff alleges on information and belief that Defendant knowingly and intentionally failed to furnish the Class Members with accurate itemized statements for each pay period that they worked and failed to maintain accurate payroll records of the Class Members as mandated by Labor Code §§ 226 and 1174. As such, the Class Members are entitled to civil penalties and an award of costs and attorney's fees under § 226(e). In addition, the Class Members are entitled to recover civil penalties under § 1174.5.

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1 **SEVENTH CAUSE OF ACTION**

2 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF**

3 **California Business and Professions Code section 17200, et seq.**

4 **(All Plaintiff Against All Defendant)**

5 71. Plaintiff incorporates by reference in this cause of action each allegation of the
6 preceding paragraphs as though fully set forth herein.

7 72. Defendant knowingly committed, and upon information and belief continue to commit,
8 ongoing unlawful business practices within the meaning of the UCL, including, but not limited to
9 unlawful practices as described in the causes of action articulated above, and hereby incorporated
10 herein.

11 73. Plaintiff lost money and property as a result of Defendant's unlawful business practices
12 described above.

13 74. Pursuant to the UCL, Plaintiff and all Class Members are entitled to restitution of
14 money or property acquired by Defendant by means of such unlawful business practices, in
15 amounts not yet known, but to be ascertained at trial.

16 75. Pursuant to the UCL, Plaintiff and Class Members are entitled to injunctive relief
17 against Defendant's ongoing unlawful business practices. If an injunction does not issue enjoining
18 Defendant from engaging in the unlawful business practices described above, Plaintiff and the
19 general public will be irreparably injured.

20 76. Plaintiff has no plain, speedy, and adequate remedy at law. Defendant, if not enjoined
21 by this Court, will continue to engage in the unlawful business practices described above in
22 violation of the UCL, in derogation of the rights of Plaintiff and Class Members and of the general
23 public.

24 77. Plaintiff's success in this action will result in the enforcement of important rights
25 affecting the public interest by conferring a significant benefit upon the general public.

26 78. Defendant's numerous violations of local and California law, as well as the other
27 statutory and regulatory violations alleged herein, constitute unlawful business actions and
28 practices in violation of Business and Professions Code § 17200, et seq.

79. Pursuant to Business and Professions Code § 17200, et seq., Plaintiff and the Class Members are entitled to restitution of unpaid wages and penalty pay, among other relief alleged herein, that were withheld and retained by Defendant during a period that commences four years prior to the filing of this action. Plaintiff is further entitled to a permanent injunction requiring Defendant to comply with all provisions of California labor law, including properly paying the lawful rate of pay for all hours worked, providing meal/rest periods to all workers as defined herein, reimbursing employees for all required business expenses, maintaining accurate wages statements and payroll records, in addition to an award of attorneys' fees and costs pursuant to Code of Civil Procedure § 1021.5 and other applicable law, and costs.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and the Proposed Class, request judgment and the following specific relief against Defendant as follows:

- A. That the Court determine that this action may be maintained as a class action under Code of Civil Procedure § 382;
- B. Provision of class notice to all members of the Class;
- C. That Defendant is found to have violated the above-referenced provisions of the Labor Code, CCR and IWC Wage Order 5 as to Plaintiff Class Members and relevant subclass Members;
- D. For compensatory damages, in an amount according to proof at trial, with interest thereon;
- E. For compensation for not being paid wages;
- F. For compensation for not being paid overtime and penalty wages;
- G. For compensation for not being provided proper rest breaks;
- H. For compensation for not being provided uninterrupted meal periods;
- I. For compensation for not paid wages due upon termination;
- J. For compensation for not paid wages owed twice per month;
- K. For compensation for not being reimbursed for required business expenses;

1 L. That Defendant's actions are found to be willful and/or in bad faith to the extent
2 necessary under §§ 201, 202, 203, and 558 of the California Labor Code for
3 willful failure to pay all compensation owed at the time of separation to Plaintiff
4 and Class Members no longer employed by Defendant;

5 M. That Plaintiff and Class Members receive penalties for Defendant's violation of
6 §226 and 1174 of the California Labor Code for willful failure to provide and
7 maintain the required accurate and itemized wage statements;

8 N. That Plaintiff and Class Members receive an award in the amount of unpaid
9 wages owed, including interest thereon, and penalties as provided in the Labor
10 Code, CCR and Wage Order, including under Labor Code §§ 203, 510, and
11 558, subject to proof at trial;

12 O. That Plaintiff and Class Members receive damages pursuant to §§248.5 in
13 addition to reasonable attorneys' fees, and costs of suit pursuant to Labor Code
14 § 218.5 and CCP 1021.5;

15 P. That Defendant be ordered to pay restitution to Plaintiff and Class Members for
16 amounts acquired through Defendant's unlawful activities pursuant to Business
17 and Professions Code §§ 17200-05 and enjoined to cease and desist from
18 unlawful and unfair activities in violation of California Business and
19 Professions Code § 17200 et. seq.;

20 Q. That Plaintiff and Class Members receive an award of reasonable attorneys'
21 fees and costs pursuant to Code of Civil Procedure §1021.5, Labor Code §226,
22 218.5, and 1194 and/or applicable laws;

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1 R. That the Court issue declaratory relief that Defendant's challenged policies are
2 unlawful; and

3 S. That the Court order further relief, in law and equity, as it deems appropriate
4 and just.
5

6 DATED: October 7, 2022

KOULLAW

7 

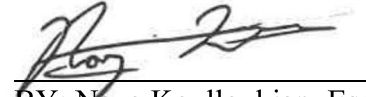
8 BY: Nazo Koulloukian, Esq.
9 Attorneys for Plaintiff JULIAN MEJIA and
10 putative class members
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15 ***DEMAND FOR JURY TRIAL***

16 Plaintiff, on behalf of himself and the putative class, hereby demands trial by jury to the
17 full extent permitted by law.
18

19 DATED: October 7, 2022

KOULLAW

20 

21 BY: Nazo Koulloukian, Esq.
22 Attorneys for Plaintiff JULIAN MEJIA and
23 putative class members
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