

1 MICHAEL R. CROSNER, ESQ. (SBN 41299)
mike@crosnerlegal.com
2 ZACHARY M. CROSNER, ESQ. (SBN 272295)
zach@crosnerlegal.com
3 JAMIE SERB, ESQ. (SBN 289601)
jamie@crosnerlegal.com
4 **CROSNER LEGAL, PC**
5 9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
6 Tel: (310) 496-5818
Fax: (310) 510-6429

7 Attorneys for Plaintiff
8 As an individual and on behalf of all others similarly situated

Assigned for all purposes:
Judge Lon F. Hurwitz
Dept. CX-103

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF ORANGE**

12 AUSTIN EASLEY, as an individual on
behalf of himself and on behalf of all others
13 similarly situated,

14 Plaintiff,

15 v.

16 PARADISE DYNASTY LLC, a Delaware
17 limited liability company; PARADISE
GROUP HOLDINGS USA INC., a
18 Delaware corporation; PARADISE
RAMEN LLC, a Delaware limited liability
19 company; DPPA GROUP INC, a California
20 corporation; and DOES 1-100, inclusive,

21 Defendants.
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Case No.: 30-2022-01291762-CU-OE-CXC

CLASS ACTION COMPLAINT FOR:

1. **Recovery of Unpaid Minimum Wages and Liquidated Damages**
2. **Recovery of Unpaid Overtime Wages**
3. **Failure to Provide Meal Periods or Compensation in Lieu Thereof**
4. **Failure to Provide Rest Periods or Compensation in Lieu Thereof**
5. **Failure to Furnish Accurate Itemized Wage Statements**
6. **Failure to Timely Pay All Wages Due Upon Separation of Employment**
7. **Failure to Reimburse Business Expenses and**
8. **Unfair Competition**

DEMAND FOR JURY TRIAL

1 Plaintiff, AUSTIN EASLEY (“PLAINTIFF”), an individual on behalf of himself and all
2 other similarly situated Class Members (as defined below), hereby files this Complaint against
3 Defendants PARADISE DYNASTY LLC, a Delaware limited liability company; PARADISE
4 GROUP HOLDINGS USA INC., a Delaware corporation; PARADISE RAMEN LLC, a Delaware
5 limited liability company; DPPA GROUP INC, a California corporation; and DOES 1-100,
6 inclusive, (collectively referred to herein as “DEFENDANTS”). PLAINTIFF is informed and
7 believes and thereon alleges as follows:

8 **JURISDICTION AND VENUE**

9 1. This court possesses original subject matter jurisdiction over this matter. Venue is
10 proper in the County of Orange pursuant to California Code of Civil Procedure section 395.5
11 because DEFENDANTS transact business within this judicial district, DEFENDANTS employed
12 PLAINTIFF to work in this judicial district and some of the acts, omissions, and conduct alleged by
13 PLAINTIFF herein occurred in this this judicial district.

14 **THE PARTIES**

15 2. PLAINTIFF is, and at all relevant times, was an individual domiciled in the State of
16 California and a citizen of the State of California. PLAINTIFF was employed by DEFENDANTS
17 in the State of California as a non-exempt employee from in or around early November 2021 through
18 on or about June 14, 2022.

19 3. PLAINTIFF worked for DEFENDANTS as a server and bartender and/or similar
20 title(s). PLAINTIFF regularly worked for DEFENDANTS out of DEFENDANTS’
21 restaurant/location in Costa Mesa, California, which operated/operates under the name Paradise
22 Dynasty and/or Paradise Dynasty Legend of Xiao Long Bao.

23 4. DEFENDANTS are either a California corporation and/or a Delaware limited
24 liability company and/or a Delaware corporation that, at all relevant times, were authorized to do
25 business within the State of California and are doing business in the State of California.

26 5. DEFENDANTS own, operate, or otherwise manage several restaurants, venues,
27 facilities, and/or locations in California including but not limited to at least two restaurants/locations
28 in Costa Mesa operating under the following names: Paradise Dynasty and/or Paradise Dynasty

1 Legend of Xiao Long Bao¹ and Le Shrimp Ramen and/or Le Shrimp Noodle Bar.² .

2 6. The true names and capacities of the DOE Defendants sued herein as DOES 1
3 through 100, inclusive, are currently unknown to PLAINTIFF, who therefore sues each such
4 Defendant by said fictitious names. Each of the Defendants designated herein as a DOE is legally
5 responsible for the unlawful acts alleged herein. PLAINTIFF will seek leave of Court to amend this
6 Complaint to reflect the true names and capacities of the Doe Defendants when such identities
7 become known.

8 7. PLAINTIFF is further informed and believes that, at all relevant times, each
9 Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director,
10 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
11 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
12 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
13 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this
14 complaint. PLAINTIFF is further informed and believes and thereon alleges that each Defendant
15 acted pursuant to and within the scope of the relationships alleged above, and that at all relevant
16 times, each Defendant knew or should have known about, authorized, ratified, adopted, approved,
17 controlled, aided and abetted the conduct of all other Defendants.

18 **JOINT LIABILITY**

19 8. Under California law, the definition of the terms “to employ” are broadly construed
20 under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to
21 exercise control over the wages, hours or working conditions; (2) to suffer of permit to work; or (3)
22 to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49
23 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising control
24 was to reach situations in which multiple entities control different aspects of the employment
25 relationship. Supervision of the work, in the specific sense of exercising control over how services
26

27 ¹ See <https://www.southcoastplaza.com/directory/paradise-dynasty/>. Last visited November 15, 2022.

28 ² See <https://www.southcoastplaza.com/directory/le-shrimp-ramen/>. Last visited November 15, 2022; See also,
<https://www.ocregister.com/2021/08/09/paradise-dynasty-and-le-shrimp-ramen-open-at-collage-in-costa-mesa/>. Last
visited November 15, 2022.

1 are properly performed, is properly viewed as one of the “working conditions” mentioned in the
2 wage order. *Id.* at 76. A joint employer relationship exists, for example, when one entity (such as a
3 temporary employment agency) hires and pays a worker, and the other entity supervises the work.
4 *Id.* Moreover, the California Court of Appeal recently broadened the test for joint employment in
5 California, applying a less stringent standard to what constitutes sufficient control by a business
6 over its vendor’s employees’ wages and working conditions to render that business liable as a joint
7 employer. See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App. 5th 868 (2021); “[i]f the putative
8 joint employer instead exercises enough control over the intermediary entity to *indirectly* dictate the
9 wages, hours, or working conditions of the employee, that is a sufficient showing of joint
10 employment,” *Id.* at 875 [emphasis added].

11 9. During PLAINTIFF’s employment by DEFENDANTS, PLAINTIFF and the Class
12 Members (defined below) were jointly employed by DEFENDANTS for purposes of the Wage
13 Orders, under the alternative definitions of “to employ” adopted by the California Supreme Court
14 in *Martinez*, supra. As discussed below, these DEFENDANTS (1) exercised control over wages,
15 hours and working conditions of PLAINTIFF and the Class Members; (2) suffered or permitted
16 PLAINTIFF and Class Members to work for them; and (3) engaged PLAINTIFF and Class
17 Members to work for them.

18 10. PLAINTIFF is informed and believes, and thereon alleges that at all relevant times
19 DEFENDANTS operated as a single integrated enterprise with common ownership and centralized
20 human resources. As a result, DEFENDANTS utilized the same unlawful policies and practices
21 across all of their locations/facilities and subjected all of the Class Members to these same policies
22 and practices regardless of the location(s) where they worked. Among other things, PLAINTIFF is
23 informed and believes that: (1) there is common ownership in, and financial control, in
24 DEFENDANTS’ companies, (2) DEFENDANTS utilize common management, who have control
25 over the day-to-day operations and employment matters, including the power to hire and fire, set
26 schedules, issue employee policies, and determine rates of compensation across its locations in
27 California; (3) DEFENDANTS utilize the same policies and procedures for all California
28 employees, including issuing the same employee handbooks and other form agreements; (4)

1 DEFENDANTS use at least some of the same Human Resources personnel and attorneys to oversee
2 employment matters; and, (6) DEFENDANTS share employees.

3 11. PLAINTIFF is informed and believes, and thereon alleges that at all times relevant
4 to this Complaint, DEFENDANTS were the joint employers of PLAINTIFF and the Class Members
5 upon whose behalf PLAINTIFF brings these allegations and causes of action, in that
6 DEFENDANTS, exercised sufficient control over PLAINTIFF and the Class Members' wages,
7 hours and working conditions, and/or suffered or permitted PLAINTIFF and the Class Members to
8 work so as to be considered the joint employers of PLAINTIFF and the Class Members. For
9 example, DEFENDANTS, and each of them, maintain the same principal address and/or California
10 registered agent for service of process and/or DEFENDANTS' principal address as provided to the
11 California Secretary of State reflects the same address as the address listed on wage statements
12 DEFENDANTS issued to PLAINTIFF.

13 12. As such, PLAINTIFF alleges that DEFENDANTS created a uniform set of policies,
14 practices and/or procedures concerning, inter alia, hourly and overtime pay, time-keeping practices,
15 meal and rest periods, reimbursement of business expenses and other working conditions that were
16 distributed to, and/or applied to PLAINTIFF and the Class Members, and further that
17 DEFENDANTS uniformly compensated and controlled the wages of PLAINTIFF and the Class
18 Members in a uniform manner. DEFENDANTS collectively represented to PLAINTIFF and the
19 Class Members that each was an "at-will" employee of DEFENDANTS, and that DEFENDANTS
20 collectively retained the right to terminate PLAINTIFF's and Class Members' employment with or
21 without cause. Upon information and belief, DEFENDANTS further collectively represented to
22 PLAINTIFF and Class Members in writing the details of their compensation, and the manner in
23 which they were to take meal and rest periods, the procedures required by DEFENDANTS
24 collectively for recordation of hours worked and the policies applicable to PLAINTIFF and Class
25 Members by which DEFENDANTS collectively would evaluate the wage rates of PLAINTIFF and
26 Class Members.

27 13. Thus, DEFENDANTS collectively exercised the right to control the wages, hours
28 and working conditions of PLAINTIFF and Class Members. As such, DEFENDANTS collectively

1 held the right to control virtually every aspect of PLAINTIFF's and the Class Members'
2 employment, including the instrumentality that resulted in the illegal conduct for which PLAINTIFF
3 seeks relief in this Complaint.

4 14. PLAINTIFF is informed and believes that DEFENDANTS exercised the same
5 control over, applied the same policies and practices, and engaged in the same acts and omissions
6 with regard to the other Class Members.

7 **CLASS ALLEGATIONS**

8 15. PLAINTIFF brings this action on behalf of himself, and all others similarly situated
9 as a class action pursuant to Code of Civil Procedure section 382. The class PLAINTIFF seeks to
10 represent are defined as follows and referred to as the "Class" or "Class Members":

11 All current and former non-exempt employees that worked either
12 directly or via a staffing agency for DEFENDANTS at any location
13 in California at any time within the four years prior to the filing of the
14 initial Complaint ("Class Period").

- 15 a. Numerosity. While the exact number of Class Members is unknown to
16 PLAINTIFF at this time, the Class is so numerous that the individual joinder of
17 all members is impractical under the circumstances of this case. PLAINTIFF is
18 informed and believes the Class consists of at least 100 individuals.
- 19 b. Common Questions of Law and Fact. This lawsuit is suitable for class treatment
20 because common questions of law and fact predominate over individual issues.
21 Common questions include, but are not limited to, the following: (1) whether
22 DEFENDANTS understated hours worked and failed to pay all amounts due to
23 PLAINTIFF and the Class Members for wages earned, including minimum and
24 overtime wages, under California law; (2) whether DEFENDANTS provided
25 PLAINTIFF and the Class Members with all meal periods or premium payments
26 in lieu thereof in compliance with California law; (3) whether DEFENDANTS
27 provided PLAINTIFF and the Class Members with all rest periods or premium
28 payments in lieu thereof, in compliance with California law; (4) whether

1 DEFENDANTS provided PLAINTIFF and Class Members with accurate,
2 itemized wage statements in compliance with California law, displaying,
3 including but not limited to, the total hours worked during the pay period; (5)
4 whether DEFENDANTS timely paid PLAINTIFF and the Class Members all
5 wages due upon separation of employment; (6) whether DEFENDANTS failed
6 to reimburse PLAINTIFF and the Class Members for all business expenses; and
7 (7) whether DEFENDANTS violated California Business and Professions Code
8 sections 17200, *et seq.*

- 9 c. Ascertainable Class. The proposed Class is ascertainable as members can be
10 identified and located using information in DEFENDANTS' business, payroll
11 and personnel records.
- 12 d. Typicality. PLAINTIFF's claims are typical of the claims of the Class Members.
13 PLAINTIFF suffered a similar injury as members of the Class as a result of
14 DEFENDANTS' common practices regarding, *inter-alia*, failure to calculate
15 and pay all owed minimum and overtime wages, failure to provide proper meal
16 periods and rest periods or premium compensation in lieu thereof, failure to
17 provide accurate wage statements, failure to reimburse business expenses, and
18 failure to timely pay all wages due upon separation of employment.
- 19 e. Adequacy. PLAINTIFF will fairly and adequately protect the interests of the
20 Class Members. PLAINTIFF has no interests adverse to the interests of the other
21 Class Members. Counsel who represent PLAINTIFF are competent and
22 experienced in litigating similar class action cases and are California lawyers in
23 good standing. Counsel for PLAINTIFF have the experience and resources to
24 vigorously prosecute this case.
- 25 f. Superiority. A class action is superior to other available means for the fair and
26 efficient adjudication of this controversy since individual joinder of all members
27 of the class is impractical. Class action treatment will permit a large number of
28 similarly situated persons to prosecute their common claims in a single forum

1 simultaneously, efficiently, and without the unnecessary duplication of effort
2 and expense that numerous individual actions would engender. Furthermore, as
3 the damages suffered by each individual member of the Class may be relatively
4 small, the expenses and burden of individual litigation would make it difficult
5 or impossible for individual members of the Class to redress the wrongs done to
6 them, while an important public interest will be served by addressing the matter
7 as a class action. The cost to the court system of adjudication of such
8 individualized litigation would be substantial. Individualized litigation would
9 also present the potential for inconsistent or contradictory judgments. Finally,
10 the alternative of filing a claim with the California Labor Commissioner is not
11 superior, given the lack of discovery in such proceedings, the fact that there are
12 fewer available remedies, and the losing party has the right to a trial de novo in
13 the Superior Court.

14 **FACTUAL AND LEGAL ALLEGATIONS**

15 16. During the relevant period, PLAINTIFF, and each of the Class Members worked for
16 DEFENDANTS in the State of California. At all times referenced herein, DEFENDANTS exercised
17 control over PLAINTIFF and Class Members, and suffered and/or permitted them to work.

18 17. PLAINTIFF was employed by DEFENDANTS as a non-exempt employee.
19 PLAINTIFF worked for DEFENDANTS as a server and bartender and/or other similar title(s) at
20 one of DEFENDANTS' restaurants/locations in Costa Mesa, California, operating under the name
21 Paradise Dynasty and/or Paradise Dynasty Legend of Xiao Long Bao, from in or around early
22 November 2021 through on or about June 14, 2022. PLAINTIFF regularly worked at least eight (8)
23 hours per day, at least five (5) days per week. At times, PLAINTIFF worked shifts lasting at least
24 eleven (11) hours.

25 18. At all relevant times, PLAINTIFF was a non-exempt employee that was paid on an
26 hourly basis for time counted by DEFENDANTS as hours worked.

27 19. **Unpaid Minimum and Overtime Wages.** DEFENDANTS failed to compensate
28 PLAINTIFF and Class Members for all hours worked, resulting in the underpayment of minimum

1 and overtime wages. DEFENDANTS failed to compensate PLAINTIFF and Class Members for all
2 hours worked by virtue of, DEFENDANTS' automatic deduction and time rounding policies, and
3 failure to relieve employees of all duties/employer control during unpaid meal periods or otherwise
4 unlawful practices for missed or improper meal periods, as explained below.

5 20. Based on information and belief, DEFENDANTS implemented a policy and/or
6 practice of rounding meal period start and end times and/or automatically deducting at least thirty
7 minutes per shift for meal periods, despite having actual and/or constructive knowledge that
8 PLAINTIFF and other Class Members were subject to DEFENDANTS' control during purported
9 meal periods and/or were otherwise not afforded lawful meal periods, depriving PLAINTIFF and
10 Class Members of all wages owed.

11 21. Based on information and belief, Class Members were not paid for all hours worked
12 due to DEFENDANTS' policy and/or practice of rounding time entries or paying according to
13 scheduled hours worked instead of actual time worked, and/or mandated off-the clock work policies
14 and/or practices. For example, as explained below, PLAINTIFF was consistently required to work
15 through his owed meal periods completely due to the need to assist customers, attend to the bar
16 and/or tables and/or complete other work tasks, yet DEFENDANTS deducted at least thirty minutes
17 per shift as though a thirty-minute off-duty meal period had been taken when it had not, often
18 resulting in at least several hours of off-the-clock work per week and the significant underpayment
19 of wages owed to PLAINTIFF. Based on information and belief, DEFENDANTS had and continue
20 to have a uniform policy and practice of clocking out other Class Members and/or requiring other
21 Class Members to clock out for meal periods that were not taken, worked through and/or on duty,
22 resulting in consistent off-the-clock work and the underpayment of minimum wages owed to Class
23 Members, among other violations of the labor code described herein.

24 22. Based on information and belief, DEFENDANTS did not compensate Class
25 Members for time spent donning and doffing personal protective equipment and/or uniforms/work
26 clothing (e.g., gloves, protective eyewear, hairnets, hats, and/or face masks) during meal periods,
27 before the start of a scheduled shift, and/or after completing a scheduled shift, resulting in off-the-
28 clock work and the underpayment of wages owed to Class Members.

1 23. Additionally, PLAINTIFF and other Class Members were required to perform other
2 off-the-clock work for which they were not compensated. For example, DEFENDANTS'
3 electronic/biometric employee time-keeping system malfunctioned such that PLAINTIFF and other
4 Class Members were required to either reinitiate and/or otherwise troubleshoot the system prior to
5 being able to clock in and/or were unable to clock in at all for the start of their shifts and/or clock
6 back in from meal periods, resulting in off-the-clock work and the underpayment of wages owed to
7 PLAINTIFF and other Class Members. Based on information and belief, Class Members
8 experienced the same issues when clocking out for shifts and/or back in for meal periods. This time
9 spent under DEFENDANTS' control was not recorded and not compensated and resulted in unpaid
10 minimum wages owed to Class Members.

11 24. Based on information and belief, Class Members were also pressured to complete at
12 least some of their work tasks off-the-clock in order to meet DEFENDANTS' goals and
13 expectations. For example, based on information and belief, Class Members were also required to
14 complete off-the-clock work outside of scheduled shifts due to work-related phone calls and/or
15 messages they received to their personal phones and were required to respond to, including but not
16 limited to, communications from supervisors regarding scheduling and/or other work tasks,
17 resulting in the underpayment of wages owed to Class Members. Moreover, based on information
18 and belief, Class Members who opened their work locations were required to first unlock the doors,
19 turn on all the lights in the restaurant/facility and/or deactivate the alarm before clocking in for work,
20 resulting in pre-shift off-the-clock work and the underpayment of wages owed to Class Members.
21 Based on further information and belief, Class Members in charge of closing their location(s) were
22 required to first clock out for their shifts before enabling the alarm, turning off all the lights in the
23 facility and/or locking the doors. This resulted in additional off-the-clock post-shift work that was
24 not compensated and the underpayment of wages owed to Class Members.

25 25. Based on information and belief, DEFENDANTS failed to pay Class Members for
26 time they were required to spend completing orientation, policy questionnaires, and/or time spent
27 completing the onboarding process including but not limited to reviewing various documents and
28 policies provided by DEFEDANTS. Based on information and belief, this work time was completed

1 off-the-clock and was not compensated.

2 26. Based on further information and belief, DEFENDANTS implemented a time-
3 rounding system that as applied systematically deprived PLAINTIFF and other Class Members of
4 compensable time because the time-rounding system implemented by DEFENDANTS would
5 almost always, if not always, result in understating actual compensable work time.

6 27. DEFENDANTS' failure to pay for all time worked by virtue of its time rounding,
7 auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal
8 periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of
9 minimum wages owed to PLAINTIFF and Class Members as well as unpaid overtime wages for
10 those Class Members who worked more than eight (8) hours in a day and/or more than forty (40)
11 hours in a week.

12 28. Based on information and belief, DEFENDANTS had actual and/or constructive
13 knowledge that its time rounding policies/practices, auto-deduction policies and practices, failure to
14 provide lawful meal periods (as described below) and/or other off-the-clock work resulted in the
15 underpayment of minimum wages owed to PLAINTIFF and other Class Members, in violation of
16 California's minimum and overtime wage laws.

17 29. Based on information and belief, DEFENDANTS failed and continue to fail to pay
18 Class Members two times their regular rate of pay for time worked beyond twelve (12) hours per
19 workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in a
20 work week, in violation of California's overtime laws.

21 30. Based on information and belief, DEFENDANTS have a policy and practice of
22 rolling over overtime hours worked by Class Members and categorizing those overtime hours
23 worked as regular hours worked on a different day/shift in order to avoid paying overtime premiums.
24 As a result, DEFENDANTS manipulate time records in order to reduce or eliminate the number of
25 overtime hours worked in a day and/or in a week and instead categorize the overtime hours as regular
26 hours worked on a different day/shift. For example, at times, PLAINTIFF worked more than eight
27 (8) hours in a shift and/or forty (40) hours in a week and was entitled to overtime payment. However,
28 PLAINTIFF was instead paid his base rate of pay for time worked beyond the eight (8) hours in a

1 single shift or for time worked beyond 40 hours in a week as a result of DEFENDANTS' policy
2 and/or practice of manipulating payroll records so that all hours are reflected as regular hours
3 worked, thereby depriving PLAINTIFF and other Class Members of all owed overtime wages.

4 31. Based on information and belief, DEFENDANTS failed to incorporate all non-
5 discretionary remuneration, including but not limited to, shift differential pay, bonus pay, and/or
6 other non-discretionary pay into the regular rate of pay used to calculate the owed overtime rate(s),
7 resulting in the miscalculation and underpayment of overtime wages owed to PLAINTIFF and other
8 Class Members.

9 32. **Meal Period Violations.** PLAINTIFF and other Class Members consistently worked
10 shifts of at least five and one-half hours or more, entitling them to at least one meal period. However,
11 PLAINTIFF and other Class Members would not receive legally compliant thirty (30) minute first
12 and second meal periods. Based on information and belief, Class Members were consistently unable
13 to take timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to take late
14 meal periods, interrupted meal periods, and/or work through part or all their meal periods due to
15 understaffing, the nature and constraints of their job duties and/or commentary from supervisors
16 pressuring them to take non-compliant meal periods or skip meal periods completely. For example,
17 during most if not all of PLAINTIFF's shifts, PLAINTIFF recalls being required to clock out for a
18 meal period but to continue working due to the need to assist customers, attend to the bar and/or
19 tables and/or complete other work tasks. Other times, PLAINTIFF was forced to take his meal
20 period late (i.e. after the fifth hour of work) due to the need to assist customers, attend to the bar
21 and/or tables and/or complete other work tasks. Based on information and belief, other Class
22 Members were also consistently forced to take late and/or interrupted meal periods and/or skip their
23 meal periods completely due to the need to assist customers and/or complete other work tasks. On
24 information and belief, DEFENDANTS had and continue to have a uniform policy and practice of
25 clocking out Class Members and/or requiring other Class Members to clock out for meal periods
26 that were not taken, worked through and/or on duty.

27 33. Based on information and belief, other Class Members were consistently suffered
28 and permitted to take meal periods past the fifth hour of work and/or had their meal periods

1 interrupted, cut short, restricted to DEFENDANTS' premises and/or otherwise on duty due to
2 commentary from supervisors, understaffing, the nature and constraints of their job duties, and/or
3 the need to meet DEFENDANTS' goals and expectations.

4 34. Based on information and belief, DEFENDANTS implemented policies and/or
5 practices that failed to relieve Class Members of all duties and DEFENDANTS' control during
6 unpaid meal periods.

7 35. Based on information and belief, DEFENDANTS required Class Members to
8 complete off-the-clock work prior to their scheduled shift time which DEFENDANTS failed to take
9 into account when scheduling meal periods for Class Members. Based on information and belief,
10 meal periods were late, in part due to unaccounted pre-shift off-the-clock work.

11 36. Based on information and belief, despite DEFENDANTS' failure to provide lawful
12 meal periods, DEFENDANTS implemented a policy and/or practice of rounding the start and end
13 times of PLAINTIFF's and other Class Members' meal periods and/or automatically deducting at
14 least thirty minutes per shift for missed and/or otherwise unlawful meal periods despite having
15 actual and/or constructive knowledge that PLAINTIFF and other Class Members did not receive
16 lawful meal periods.

17 37. Moreover, per DEFENDANTS' uniform policy and practice, Class Members who
18 worked shifts of more than ten hours did not receive a second legally compliant thirty (30) minute
19 second meal period. For example, when PLAINTIFF worked more than ten hours in a shift,
20 PLAINTIFF was not provided with a second meal period.

21 38. Based on information and belief, DEFENDANTS failed to instruct PLAINTIFF and
22 other Class Members as to the timing and duty-free nature of meal periods. Based on further
23 information and belief, DEFENDANTS did not have a compliant written meal period policy, nor
24 did DEFENDANTS have any sort of compliant policy in practice.

25 39. Moreover, based on information and belief, DEFENDANTS failed to keep accurate
26 records of the true start and end times of PLAINTIFF's and Class Members' meal periods. Based
27 on information and belief, to the extent meal period were recorded, DEFENDANTS illegally
28 rounded the start and end times of purported meal periods resulting in PLAINTIFF and other Class

1 Members not being paid for all time worked as well as late and/or shortened meal periods. *See*
2 *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

3 40. Based on information and belief, DEFENDANTS had actual and/or constructive
4 knowledge that its policies and practices resulted in the denial of uninterrupted meal periods which
5 were free of DEFENDANTS' control owed to PLAINTIFF and other Class Members, in violation
6 of California's meal period laws.

7 41. DEFENDANTS failed to pay PLAINTIFF and other Class Members, an additional
8 hour of wages at their respective regular rates of compensation for each workday a lawful meal
9 period was not provided. DEFENDANTS either failed to pay a meal period premium at all for each
10 workday a lawful meal period was not provided and/or failed to pay the proper meal period premium
11 for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses,
12 shift differential pay and/or other non-discretionary compensation into the regular rate or
13 compensation for purposes of calculating the owed meal period premium.

14 42. **Rest Period Violations.** DEFENDANTS did not properly authorize and provide
15 PLAINTIFF and other Class Members with legally compliant rest periods at a rate of every four (4)
16 hours worked or major fraction thereof, that insofar as practicable, are provided in the middle of the
17 work period, as required by law.

18 43. PLAINTIFF and other Class Members were not adequately informed, authorized,
19 instructed about, nor permitted an opportunity to take proper rest periods per California law. Based
20 on information and belief, DEFENDANTS had no policy in place nor instruction as to the taking of
21 duty-free rest periods.

22 44. Based on information and belief, DEFENDANTS did not have a have a compliant
23 written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in
24 practice. For example, PLAINTIFF was forced to work through his owed rest periods on nearly
25 every shift, if not every shift he worked, due to the need to assist customers, attend to the bar and/or
26 tables and/or complete other work tasks.

27 45. Based on information and belief, Class Members' rest periods were interrupted, cut
28 short, on duty, restricted to work premises and/or late due to understaffing, the nature and constraints

1 of their job duties, and/or due to commentary from supervisors/managers pressuring them to skip
2 rest periods completely or otherwise take non-compliant rest periods.

3 46. Moreover, DEFENDANTS failed to provide any form of a third rest period on shifts
4 lasting longer than ten hours. For example, when PLAINTIFF worked shifts lasting longer than ten
5 hours, he was not provided with any form of a third rest period.

6 47. Based on information and belief, DEFENDANTS implemented policies and/or
7 practices that failed to relieve PLAINTIFF and other Class Members of all duties and
8 DEFENDANTS' control during rest periods.

9 48. Based on information and belief, Class Members were pressured to complete their
10 work duties according to a designated schedule such that rest periods were only taken once tasks
11 were completed, and/or as time permitted.

12 49. Furthermore, DEFENDANTS failed to pay a rest period premium for each day in
13 which PLAINTIFF and Class Members experienced a missed/unlawful rest period in violation of
14 California law. DEFENDANTS either failed to pay a rest period premium at all for each workday a
15 proper rest period was not provided and/or failed to pay the proper rest period premium for failure
16 to incorporate all non-discretionary remuneration, including but not limited to, bonuses, shift
17 differential pay, and/or other non-discretionary compensation into the regular rate of compensation
18 for purposes of calculating the owed rest period premium.

19 50. **Inaccurate Wage Statements.** During the relevant period, DEFENDANTS failed to
20 provide PLAINTIFF and other Class Members with accurate wage statements that complied with
21 Labor Code section 226. As DEFENDANTS failed to provide PLAINTIFF and Class Members with
22 meal and rest periods that complied with Labor section 226.7, the wage statements DEFENDANTS
23 issued to PLAINTIFF and Class Members failed and continue to fail to correctly set forth the gross
24 wages earned, the total hours worked, the net wages earned, and all applicable hourly rates in effect
25 during the pay period and the corresponding number of hours worked at each hourly rate by the
26 employee. For example, as explained above, DEFENDANTS manipulate time records in order to
27 reduce or eliminate the number of overtime hours worked in a day and/or in a week and instead
28 categorize the overtime hours as regular hours worked on a different day/shift and/or on a different

1 day/shift in a subsequent/previous pay period resulting in failure to list total hours worked, the
2 correct applicable rate of pay for each hour worked, and all applicable hourly rates in effect during
3 the pay period and the corresponding number of hours worked at each hourly rate by the employee.

4 51. DEFENDANTS issued wage statements to PLAINTIFF and Class Members that also
5 failed to indicate the earned gross and net wages earned during the pay period, the correct applicable
6 rates of pay for all hours worked, and the total hours worked by PLAINTIFF and Class Members
7 (by virtue of rounded time entries, automatic deduction for meal periods/failure to relieve Class
8 Members of all duties and employer control during unpaid meal periods, payment according to
9 scheduled hours worked rather than actual hours worked, and/or other off-the-clock work policies
10 and practices) which results in a violation of Labor Code section 226(a).

11 52. As described herein, based on information and belief, DEFENDANTS also failed to
12 incorporate all forms of non-discretionary compensation earned during the pay period into the
13 overtime pay rate calculation, and as such, failed to display the proper overtime rate(s) for each hour
14 of overtime worked by Class Members.

15 53. Moreover, based on information and belief, DEFENDANTS issued wage statements
16 to PLAINTIFF and Class Members that further violate Labor Code section 226(a), by among other
17 things, failing to list the correct name and/or address of the legal entity that is the employer.

18 54. Based on information and belief, wage statements issued by DEFENDANTS failed
19 to list the inclusive dates of the pay period for which the Class Member is being paid.

20 55. Based on information and belief, DEFENDANTS further violated Labor Code
21 section 226(a), including but not limited to, section 226(a)(4), by failing to accurately list all
22 deductions on wage statements DEFENDANTS issued to Class Members.

23 56. As a result, DEFENDANTS issued wage statements to PLAINTIFF and Class
24 Members that were not accurate and did not include all of the statutorily required information. As
25 such, DEFENDANTS violated Labor Code section 226.

26 57. **Failure to Timely Pay All Wages Upon Separation of Employment.** Based on
27 information and belief, DEFENDANTS failed to timely pay Class Members all wages that were due
28 and owing upon termination or resignation. Based on information and belief, DEFENDANTS

1 untimely provide final wages to Class Members without regard to the timing requirements of Labor
2 Code sections 201-202.

3 58. Upon separation of employment, Class Members' final paychecks were not timely
4 provided and/or were not timely provided with all owed vacation pay and/or paid time off.
5 Moreover, PLAINTIFF's and Class Members' final paychecks, once provided, did not include all
6 wages owed as they were devoid of, including but not limited to, all owed minimum wages, overtime
7 wages, premium wages, vacation pay, and all owed sick leave and/or paid time off wages at the
8 properly accrued rates.

9 59. These violations subject DEFENDANTS to civil penalties under Labor Code section
10 203, 210, and/or 256.

11 60. **Unreimbursed Business Expenses.** Based on information and belief,
12 DEFENDANTS required PLAINTIFF and Class Members to incur business expenses as a direct
13 consequence of the performance of their job duties without providing reimbursement, in violation
14 of Labor Code section 2802. Based on information and belief, PLAINTIFF and Class Members
15 were improperly required to provide and maintain work tools that are supposed to be the
16 responsibility of the employer.

17 61. Based on information and belief, DEFENDANTS shifted DEFENDANTS' costs of
18 doing business onto Class Members by requiring them to pay for its business expenses, including
19 but not limited to, uniforms/clothing/safety/protective equipment, personal tools, personal vehicles
20 and/or the use of Class Members' personal mobile phone and data usage for work related purposes,
21 including but not limited to, receiving and responding to work related messages and/or phone calls.
22 For example, based on information and belief, at times, Class Members received calls/messages to
23 their personal cell phones/mobile devices from supervisors and/or other Class Members regarding
24 scheduling and/or other work tasks but were not provided any reimbursement from DEFENDANTS
25 for this personal cell phone use.

26 62. Based on information and belief, DEFENDANTS regularly failed to reimburse and
27 indemnify Class Members for business expenses. Pursuant to California Labor Code section 2802,
28 PLAINTIFF and Class Members were entitled to be reimbursed for all reasonable expenses

1 associated with carrying out DEFENDANTS' orders and/or carrying out the duties assigned by
2 DEFENDANTS.

3 63. DEFENDANTS' failure to provide Class Members with full reimbursement for all
4 reasonable expenses associated with carrying out their duties required that Class Members
5 subsidize and/or carry the burden of business expenses in violation of Labor Code section 2802.

6 64. PLAINTIFF is informed and believes and alleges thereon that DEFENDANTS
7 engaged in these same herein described unlawful practices and that DEFENDANTS applied these
8 same herein described unlawful practices to all of its employees that it applied to PLAINTIFF.

9 **FIRST CAUSE OF ACTION**

10 **Recovery of Unpaid Minimum Wages and Liquidated Damages**
11 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

12 65. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

13 66. Pursuant to California Labor Code sections 1194 and 1197, and the Industrial Wage
14 Commission ("IWC") Wage Orders, an employer must pay its employees for all hours worked, up
15 to 40 hours per week or 8 hours per day, at a regular rate no less than the mandated minimum wage.
16 Payment to an employee of less than the applicable minimum wage for all hours worked in a payroll
17 period is unlawful.

18 67. DEFENDANTS violated California's minimum wage laws by failing to compensate
19 PLAINTIFF and the Class Members for all hours worked by virtue of, among other things,
20 DEFENDANTS' time rounding, automatic deduction for meal periods, off-the-clock/unpaid work
21 completed during meal periods, other pre-shift, post-shift and/or otherwise off-the-clock work,
22 and/or payment according to scheduled hours worked rather than actual hours worked (described
23 above), which resulted in the failure to account for all hours worked and thus the denial of minimum
24 wages.

25 68. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and
26 Class Members for all hours worked.

27 69. Based on information and belief, DEFENDANTS had actual or constructive
28 knowledge that its time-rounding policies and practices, auto-deduction policies and practices for
meal periods, failure to relieve employees of all duties and employer control during unpaid meal

1 periods, policy and practice of payment according to scheduled work time rather than actual work
2 time, and/or other mandated off-the-clock work resulted in the underpayment of minimum wages
3 owed to PLAINTIFF and other Class Members.

4 70. Pursuant to Labor Code sections 1194 and 1194.2, PLAINTIFF and the Class
5 Members are entitled to recover all unpaid minimum wages and liquidated damages thereon, plus
6 attorney's fees and costs, in an amount to be proved at trial.

7 **SECOND CAUSE OF ACTION**

8 **Recovery of Unpaid Overtime Wages**
9 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

10 71. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

11 72. Employees in California must be paid overtime, equal to one and one-half times the
12 employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including
13 12 hours in any workday, and for the first eight (8) hours worked on the seventh consecutive day of
14 work in a workweek, and they must be paid double the regular rate of pay for all hours worked in
15 excess of 12 hours in any workday and for all hours worked in excess of eight (8) on the seventh
16 consecutive day of work in a workweek, unless they are exempt.

17 73. PLAINTIFF and the Class Members worked overtime hours for which they were not
18 compensated by DEFENDANTS by virtue of, among other things, DEFENDANTS' time rounding,
19 automatic deduction for meal periods, off-the-clock/unpaid work completed during meal periods,
20 other pre-shift, post-shift and/or otherwise off-the-clock work, and/or payment according to
21 scheduled hours worked rather than actual hours worked (described above), which resulted in the
22 failure to account for all hours worked and thus the denial of all owed overtime wages.

23 74. Based on information and belief, DEFENDANTS failed to pay twice Class
24 Members' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for
25 time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in
26 violation of California's overtime laws.

27 75. Based on information and belief, DEFENDANTS further violated California's
28 overtime wage laws by failing to incorporate all non-discretionary compensation, including but not
limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary

1 compensation into the regular rate of pay used to calculate the overtime rate of pay. Failing to
2 include non-discretionary compensation into the regular rate of pay resulted in a miscalculation of
3 the overtime wage rate, resulting in the underpayment of overtime wages owed to PLAINTIFF and
4 other Class Members.

5 76. DEFENDANTS' conduct described above is in violation of California Labor Code
6 sections 510 and 1194 and all applicable Wage Orders.

7 77. PLAINTIFF and the Class Members are entitled to recover all unpaid overtime
8 wages, plus attorney's fees and costs, in an amount to be proved.

9 **THIRD CAUSE OF ACTION**

10 **Failure to Provide Meal Periods or Compensation in Lieu Thereof
(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

11 78. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

12 79. Pursuant to Labor Code section 512 and all applicable IWC Wage Orders,
13 DEFENDANTS were required to provide PLAINTIFF and the Class Members with one 30-minute
14 meal break free from all duties and employer control for all shifts longer than 5 hours, and a second
15 30-minute meal break free from all duties for all shifts longer than 10 hours. Meal periods can be
16 waived, but only under the following circumstances: (1) if an employee's total work period in a day
17 is over five (5) hours but no more than six (6) hours, the required meal period may be waived by
18 mutual consent of the employer and employee, and (2) if an employee's total work period in a day
19 is over ten (10) hours but no more than twelve (12) hours, the required second meal period may be
20 waived by mutual consent of the employer and employee, but only if the first meal period was not
21 waived. Employers covered by the Wage Orders have an obligation to both (1) relieve their
22 employees for at least one meal period for shifts over five hours (see above), and (2) to record having
23 done so.

24 80. Employers must pay employees an additional hour of wages at the employees'
25 regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted
26 meal period, first meal period provided after five (5) hours, second meal period provided after 10
27 hours). Lab. Code § 226.7.

28 81. As explained above, PLAINTIFF and other Class Members were consistently unable

1 to take timely, off duty, thirty-minute, uninterrupted first and second meal periods, often being
2 forced to take late meal periods, interrupted meal periods, and/or work through part or all of their
3 meal periods due to understaffing, the nature and constraints of their job duties, and/or commentary
4 from supervisors pressuring them to take non-compliant meal periods or skip meal periods
5 completely.

6 82. Based on information and belief, DEFENDANTS had and continue to have a policy
7 of rounding the start and end times of employees' meal periods and/or automatically deducting thirty
8 minutes per shift despite having actual and/or constructive knowledge that PLAINTIFF and Class
9 Members did not receive compliant meal periods.

10 83. Moreover, based on information and belief, Class Members did not receive a timely,
11 uninterrupted second meal period when working shifts over ten (10) hours in a workday.

12 84. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS had
13 actual and/or constructive knowledge that its time-rounding and auto-deduction policies and
14 practices, other unlawful policies and practices resulted in the denial of compliant meal periods in
15 violation of California's meal period laws.

16 85. DEFENDANTS also failed to pay premiums for missed/otherwise unlawful meal
17 periods in violation of California law and/or failed to pay the proper meal period premium for failure
18 to incorporate all non-discretionary remuneration including but not limited to, bonuses, shift
19 differential pay and/or other non-discretionary compensation into the regular rate or compensation
20 for purposes of calculating the owed meal period premium.

21 86. As a result, under Labor Code section 226.7, PLAINTIFF and the Class Members
22 are entitled to one additional hour's pay at the employee's regular rate of compensation for each day
23 a meal period was missed, late, interrupted, or otherwise unlawful, plus attorneys' fees and costs,
24 all in an amount to be proved at trial.

25 **FOURTH CAUSE OF ACTION**
26 **Failure to Provide Rest Periods or Compensation in Lieu Thereof**
27 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

27 87. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

28 88. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer

1 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
2 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
3 “insofar as practicable.” In *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012), the
4 California Supreme Court held that employees are entitled to a 10-minute paid rest period for shifts
5 from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to 10
6 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at 1029).
7 The rest period requirement obligates employers to permit and authorize employees to take off-duty
8 rest periods, meaning employers must relieve employees of all duties and relinquish control over
9 how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257.

10 89. If the employer fails to provide any required rest period, the employer must pay the
11 employee one hour of pay at the employee’s regular rate of compensation for each workday the
12 employer did not provide at least one legally required rest period, pursuant to Labor Code section
13 226.7.

14 90. PLAINTIFF and the Class Members did not receive legally compliant, timely 10-
15 minute rest periods for every four (4) hours worked or major fraction thereof. As explained above,
16 any purported rest periods were late, interrupted, cut short, on duty, and/or otherwise subject to
17 DEFENDANTS’ control due to the nature and constraints of Class Members’ job duties,
18 understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Class Members to
19 skip rest periods completely or otherwise take non-compliant rest periods.

20 91. Based on information and belief, DEFENDANTS implemented policies and/or
21 practices that failed to relieve PLAINTIFF and other Class Members of all duties and employer
22 control during rest periods. Based on further information and belief, Class Members were pressured
23 to complete their work duties according to a designated schedule such that rest periods were only
24 taken once tasks were completed, and/or as time permitted.

25 92. As a result, PLAINTIFF and Class Members did not receive legally compliant first,
26 second, or third rest periods as required by California law.

27 93. Moreover, based on information and belief, DEFENDANTS failed to pay a rest
28 period premium to PLAINTIFF and other Class Members for each workday in which there was a

1 missed or otherwise unlawful rest period. Based on further information and belief, when a rest
2 premium was paid, DEFENDANTS failed to include non-discretionary compensation including but
3 not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into the
4 regular rate of compensation for purposes of determining the owed rest period premium.

5 94. DEFENDANTS are therefore liable to PLAINTIFF and the Class Members for one
6 hour of additional pay at the regular rate of compensation for each workday that a required rest
7 period was not provided, pursuant to California Labor Code section 226.7 and the applicable Wage
8 Order, plus pre-judgment interest, plus attorneys' fees and costs, all in an amount to be proved at
9 trial.

10 **FIFTH CAUSE OF ACTION**
11 **Failure to Furnish Accurate Itemized Wage Statements**
12 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

13 95. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

14 96. Pursuant to California Labor Code § 226, subdivision (a), PLAINTIFF and the Class
15 Members were entitled to receive, semimonthly or at the time of each payment of wages, an itemized
16 wage statement accurately stating the following:

17 (1) gross wages earned, (2) total hours worked by the employee,
18 except for any employee whose compensation is solely based on a
19 salary and who is exempt from payment of overtime under
20 subdivision (a) of Section 515 or any applicable order of the Industrial
21 Welfare Commission, (3) the number of piece-rate units earned and
22 any applicable piece rate if the employee is paid on a piece-rate basis,
23 (4) all deductions, provided that all deductions made on written orders
24 of the employee may be aggregated and shown as one item, (5) net
25 wages earned, (6) the inclusive dates of the period for which the
26 employee is paid, (7) the name of the employee and his or her social
27 security number, except that by January 1, 2008, only the last four
28 digits of his or her social security number or an employee
identification number other than a social security number may be
shown on the itemized statement, (8) the name and address of the
legal entity that is the employer, and (9) all applicable hourly rates in
effect during the pay period and the corresponding number of hours
worked at each hourly rate by the employee.

25 97. As DEFENDANTS failed to provide PLAINTIFF and other Class Members with
26 meal and rest periods that complied with Labor Code section 226.7, the wage statements
27 DEFENDANTS issued to PLAINTIFF and other Class Members failed and continue to fail to
28 correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b) the

1 total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net wages
2 earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in effect
3 during the pay period and the corresponding number of hours worked at each hourly rate by the
4 employee, in violation of Labor Code section 226(a)(9).

5 98. Moreover, due to violations detailed above, including but not limited to,
6 DEFENDANTS' failure to pay regular and overtime wages for all hours worked, failure to provide
7 meal and rest break premiums, and failure to pay all sick leave wages at the proper rates,
8 DEFENDANTS have violated California Labor Code § 226 by willfully failing to furnish
9 PLAINTIFF and other Class Members with accurate, itemized wage statements that listed the gross
10 and net wages earned and the correct applicable rates of pay for all hours worked. Based on
11 information and belief, DEFENDANTS failed to incorporate all forms of non-discretionary
12 compensation earned during the pay period into the regular rate of pay for purposes of calculating
13 the owed overtime rate, and as such, failed to display the proper overtime rate(s) for each hour of
14 overtime worked by PLAINTIFF and other Class Members.

15 99. As explained above, wage statements issued by DEFENDANTS failed to list the
16 "total hours worked" by PLAINTIFF and Class Members (by virtue of rounded time entries,
17 automatic deduction for meal periods/failure to relieve Class Members of all duties and employer
18 control during unpaid meal periods, payment according to scheduled hours worked rather than actual
19 hours worked, and/or other off-the-clock work policies and practices all described in greater detail
20 *supra*), which results in a violation of Labor Code section 226(a). Failure to list all hours worked on
21 a wage statement, gives rise to an inference of injury under Labor Code Section 226 (*Maldonado v.*
22 *Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

23 100. Separately, and independent from the above allegations, DEFENDANTS issued
24 wage statements to PLAINTIFF and Class Members that violate Labor Code section 226(a)(8), by
25 failing to list the correct name and/or address of the legal entity that is the employer.

26 101. Based on information and belief, wage statements issued by DEFENDANTS failed
27 to list the inclusive dates of the pay period for which the Class Member is being paid.

28 102. Based on information and belief, DEFENDANTS further violated Labor Code

1 section 226(a), including but not limited to, section 226(a)(4), by failing to accurately list all
2 deductions on wage statements DEFENDANTS issued to Class Members.

3 103. DEFENDANTS' failure to accurately list all hours worked on all wage statements
4 caused confusion to PLAINTIFF and caused and continues to cause confusion to other Class
5 Members over whether they received all wages owed to them.

6 104. As a result, PLAINTIFF and other Class Members have suffered injury as they could
7 not easily determine whether they received all wages owed to them and whether they were paid for
8 all hours worked.

9 105. Moreover, as a result of DEFENDANTS' failure to list the correct name and/or
10 address of the legal entity that is the employer, PLAINTIFF and Class Members have suffered injury
11 as they could not contact their employer regarding any question(s) they had about wages paid.

12 106. DEFENDANTS' knowingly and intentionally failed to provide PLAINTIFF and
13 Class Members with accurate, itemized wage statements.

14 107. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and Class Members
15 have suffered injury. The absence of accurate information on their wage statements has prevented
16 earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and
17 mathematical computations to determine the amount of wages owed, and will cause difficulty and
18 expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the
19 submission of inaccurate information about wages and amounts deducted from wages to state and
20 federal government agencies. As a result, PLAINTIFF and Class Members are required to
21 participate in this lawsuit and create more difficulty and expense from having to reconstruct time
22 and pay records than if DEFENDANT had complied with its legal obligations.

23 108. Pursuant to California Labor Code section 226(e), PLAINTIFF and Class Members
24 are entitled to recover fifty dollars per employee for the initial pay period in which a Section 226
25 violation occurred and one hundred dollars per employee per violation for each subsequent pay
26 period, not to exceed an aggregate penalty of four thousand dollars per employee.

27 109. Pursuant to California Labor Code § 226(h), PLAINTIFF and Class Members are
28 entitled to bring an action for injunctive relief to ensure DEFENDANTS' compliance with

1 California Labor Code § 226(a). Injunctive relief is warranted because DEFENDANTS continue to
2 provide currently employed Class Members with inaccurate wage statements in violation of
3 California Labor Code § 226(a). Currently employed Class Members have no adequate legal remedy
4 for the continuing injuries that will be suffered as a result of DEFENDANTS' ongoing unlawful
5 conduct. Injunctive relief is the only remedy available for ensuring DEFENDANTS' compliance
6 with California Labor Code § 226(a).

7 110. Pursuant to California Labor Code §§ 226(e) and 226(h), PLAINTIFF and Class
8 Members are entitled to recover the full amount of penalties due under Section 226(e), reasonable
9 attorneys' fees, and costs of suit.

10 **SIXTH CAUSE OF ACTION**

11 **Failure to Timely Pay All Wages Due Upon Separation of Employment** 12 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

13 111. PLAINTIFF incorporates all preceding paragraphs as if fully set forth herein.

14 112. California Labor Code section 201(a) provides, in relevant part, that "[i]f an
15 employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
16 payable immediately."

17 113. California Labor Code section 202(a) provides, in relevant part, that "[i]f an
18 employee not having a written contract for a definite period quits his or her employment, his or her
19 wages shall become due and payable not later than 72 hours thereafter, unless the employee has
20 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled
21 to his or her wages at the time of quitting."

22 114. Based in information and belief, DEFENDANTS failed and continue to fail to timely
23 pay final wages to PLAINTIFF and Class Members upon separation of employment in violation of
24 Labor Code section 201-202. Moreover, final paychecks once provided to PLAINTIFF and Class
25 Members do not include all wages owed as they are devoid of, including but not limited to, all owed
26 minimum wages, overtime wages, premium wages, vacation pay, and all owed sick leave and/or
27 paid time off wages at the properly accrued rates.

28 115. Under Labor Code section 203, PLAINTIFF and the Class Members who are no
longer employed by DEFENDANTS are entitled to recover waiting time penalties of up to 30 days'

1 pay, plus attorney's fees and costs, in an amount to be proved at trial.

2 **SEVENTH CAUSE OF ACTION**
3 **Failure to Reimburse Business Expenses**
4 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

5 116. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

6 117. California law requires employers to indemnify their employees for all necessary
7 expenditures incurred by the employee in direct consequence of the discharge of their duties or of
8 their obedience to the directions of the employer. *See* Cal. Lab. Code s. 2802 and all applicable
9 Wage Orders section 9(b). Furthermore, "for purposes of [section 2802], the term 'necessary
10 expenditure or losses' shall include all reasonable costs, including, but not limited to, attorneys' fees
11 incurred by the employee enforcing the rights granted by this section."

12 118. Among other things, under California law, when employees must use their personal
13 cellphones for work-related purposes, the employer must reimburse them for a reasonable
14 percentage of their cell phone bills. *See Cochran v. Schwan's Home Services, Inc.* (2014) 228
15 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was
16 required to use their personal cellphone for work-related purposes and not reimbursed for the use.
17 *Id.* 1144-1145. California law also requires employers to reimburse employees for automobile
18 expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear
19 and tear on the vehicle. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

20 119. As described above, PLAINTIFF and the Class Members were improperly required
21 to pay for business expenses that are legally the responsibility of the employer.

22 120. DEFENDANTS' failure to provide PLAINTIFF and the Class Members with full
23 reimbursement for all reasonable expenses associated with carrying out their duties required that
24 PLAINTIFF and the Class Members subsidize and/or carry the burden of business expenses in
25 violation of Labor Code section 2802.

26 121. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and the Class
27 Members have suffered injury in that they were not completely reimbursed as mandated by
28 California law.

122. Pursuant to California Labor Code section 2802, PLAINTIFF and the Class Members

1 are entitled to recover the full amount of reimbursable expenses due, in addition to reasonable
2 attorneys' fees, and costs of suit.

3 **EIGHTH CAUSE OF ACTION**

4 **Unfair Competition**

5 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

6 123. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

7 124. DEFENDANTS' unlawful conduct alleged herein constitutes unfair competition
8 within the meaning of California Business and Professions Code section 17200 *et seq.* This unfair
9 conduct includes all unlawful conduct alleged herein, including but not limited to: DEFENDANTS'
10 failure to pay minimum and overtime wages by virtue of its illegal policies and practices;
11 DEFENDANTS' failure to authorize or permit, or provide, all required meal and rest periods or pay
12 proper premiums in lieu thereof; DEFENDANTS' failure to furnish complete and accurate itemized
13 wage statements; DEFENDANTS' failure to reimburse business expenses; DEFENDANTS' failure
14 to timely pay all wages owed upon separation of employment; and DEFENDANTS' failure to
15 provide paid sick leave (or paid time off in lieu thereof) at the properly accrued rates (due to,
16 including but not limited to, DEFENDANTS' failure to incorporate all non-discretionary
17 compensation into the sick pay calculation and failure to base the accrued sick leave on the correct
18 number of hours worked as a result of DEFENDANTS' time-rounding/auto deduction policies and
19 practices, payment according to scheduled hours worked and/or other off-the-clock work policies
20 and practices).

21 125. Due to DEFENDANTS' unfair and unlawful business practices in violation of the
22 California Labor Code, DEFENDANTS have gained a competitive advantage over other
23 comparable companies doing business in the State of California that comply with their obligations
24 to authorize or permit rest periods and meal periods or pay proper meal and rest period premiums
25 in lieu thereof, to properly accrue and pay sick time benefits, to provide complete and accurate
26 itemized wage statements, to reimburse employees for all business expenses, to pay all owed
27 minimum and overtime wages and to pay all wages due upon separation of employment of their
28 employees.

126. As a result of DEFENDANTS' unfair competition as alleged herein, PLAINTIFF

1 and Class Members have suffered injury in fact and lost money or property, as described in more
2 detail above. Pursuant to California Business and Professions Code section 17200, *et seq.*,
3 PLAINTIFF and Class Members are entitled to restitution of all wages and other monies rightfully
4 belonging to them that DEFENDANTS failed to pay and wrongfully retained by means of their
5 unlawful and unfair business practices.

6 127. PLAINTIFF also seeks an injunction against DEFENDANTS on behalf of the Class
7 Members, enjoining DEFENDANTS and any and all persons acting in concert with them from
8 engaging in each of the unlawful practices and policies set forth herein.

9 128. PLAINTIFF also seeks an award of attorney's fees pursuant to Code Civ. Proc
10 Section 1021.5 and as permitted by law, and an award for costs reasonably incurred, as permitted
11 by law.

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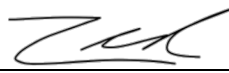
1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF prays for relief and judgment, on behalf of PLAINTIFF and
3 Class Members as follows:

- 4 1. For an order that the action be certified as a class action;
5 2. For an order that PLAINTIFF be appointed as class representative;
6 3. For an order that counsel for PLAINTIFF be appointed as class counsel;
7 4. For compensatory damages according to proof;
8 5. For liquidated damages according to proof;
9 6. For penalties according to proof;
10 7. For an order requiring DEFENDANTS to make restitution of all amounts wrongfully
11 withheld from PLAINTIFF and the Class Members;
12 8. For an order finding DEFENDANTS have engaged in unfair competition in violation of
13 section 17200, *et seq.*, of the California Business and Professions Code;
14 9. For an order enjoining DEFENDANTS from further acts of unfair competition;
15 10. For pre-judgment interest as permitted by law;
16 11. For attorney's fees and costs reasonably incurred; and
17 12. For such other and further relief that the Court deems just and proper.

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19 Dated: November 15, 2022

CROSNER LEGAL, PC

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21 By: 

22 Michael R. Crosner, Esq.
23 Zachary M. Crosner, Esq.
24 Jamie Serb, Esq.
25 Attorneys for Plaintiff
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