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As an individual and on behalf of all other similarly situated Class Members

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN**

IVAN CALVILLO, as an individual and on
behalf of all other similarly situated Class
Members,

Plaintiff,

v.

NORTHWEST PIPE COMPANY, an
Oregon Corporation; and DOES 1-100,
inclusive

Defendants.

STK-CV- ~~U06~~-2025- 9608

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, IVAN CALVILLO (“PLAINTIFF”), as an individual and on behalf of all other
2 similarly situated Class Members (as defined below), hereby files this Complaint against Defendants
3 NORTHWEST PIPE COMPANY, an Oregon Corporation; and DOES 1-100, inclusive,
4 (collectively referred to herein as “DEFENDANTS”). PLAINTIFF is informed and believes and
5 thereon alleges as follows:

6 **JURISDICTION AND VENUE**

7 1. This court possesses original subject matter jurisdiction over this matter. Venue is
8 proper in the County of San Joaquin pursuant to California Code of Civil Procedure section 395.5
9 because DEFENDANTS transact business within this judicial district, DEFENDANTS assigned
10 PLAINTIFF to work in this judicial district, and conduct alleged by PLAINTIFF herein occurred in
11 this judicial district. Venue is also proper pursuant to section 393 of the California Code of Civil
12 Procedure because the cause, or some part of the cause, arose in the County of San Joaquin.

13 2. PLAINTIFF is, and at all relevant times, was an individual domiciled in the State of
14 California and a citizen of the State of California.

15 3. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with job titles
16 of welder and fitter or similar job titles/positions, from in or around October 2021 through in or
17 around March 2025. DEFENDANTS assigned PLAINTIFF to work at its warehouse distribution
18 center/yards in Tracy, California.

19 4. Defendant, NORTHWEST PIPE COMPANY, is an Oregon Corporation, that at all
20 relevant times was authorized to do business in California and is doing business in California.

21 5. DEFENDANTS supply pipes, specializing in the manufacture of engineered steel
22 pipe systems. DEFENDANTS assign its Class Members to work at its warehouse distribution
23 centers, yards, facilities and/or other locations in California, including but not limited to, in Tracy
24 and Adelanto, California. Through its various locations/business operations, DEFENDANTS serve
25 including but not limited to, the manufacturing industry.¹

26 6. The true names and capacities of the DOE Defendants sued herein as DOES 1
27 through 100, inclusive, are currently unknown to PLAINTIFF, who therefore sues each such

28 ¹ See <https://www.nwpipe.com/>. Last visited on July 14, 2025.

1 Defendant by said fictitious names. Each of the Defendants designated herein as a DOE is legally
2 responsible for the unlawful acts alleged herein. PLAINTIFF will seek leave of Court to amend this
3 Complaint to reflect the true names and capacities of the Doe Defendants when such identities
4 become known.

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

15 **JOINT LIABILITY**

16 8. Under California law, the definition of the terms “to employ” are broadly construed
17 under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to
18 exercise control over the wages, hours or working conditions; (2) to suffer or permit to work; or (3)
19 to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49
20 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising control
21 was to reach situations in which multiple entities control different aspects of the employment
22 relationship. Supervision of the work, in the specific sense of exercising control over how services
23 are properly performed, is properly viewed as one of the “working conditions” mentioned in the
24 wage order. *Id.* at 76. A joint employer relationship exists, for example, when one entity (such as a
25 temporary employment agency) hires and pays a worker, and the other entity supervises the work.
26 *Id.* Moreover, the California Court of Appeal recently broadened the test for joint employment in
27 California, applying a less stringent standard to what constitutes sufficient control by a business
28 over its vendor’s employees’ wages and working conditions to render that business liable as a joint

1 employer. See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App. 5th 868 (2021); “[i]f the putative
2 joint employer instead exercises enough control over the intermediary entity to *indirectly* dictate the
3 wages, hours, or working conditions of the employee, that is a sufficient showing of joint
4 employment,” *Id.* at 875 [emphasis added].

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

12 10. PLAINTIFF is informed and believes, and thereon alleges that at all relevant times
13 DEFENDANTS operated as a single integrated enterprise with common ownership and centralized
14 human resources. As a result, DEFENDANTS utilized the same unlawful policies and practices
15 across all of their locations/facilities and subjected all of the Class Members to these same policies
16 and practices regardless of the location(s) where they worked. Among other things, PLAINTIFF is
17 informed and believes that: (1) there is common ownership in, and financial control, in
18 DEFENDANTS’ companies, (2) DEFENDANTS utilize common management, who have control
19 over the day-to-day operations and employment matters, including the power to hire and fire, set
20 schedules, issue employee policies, and determine rates of compensation across its locations in
21 California; (3) DEFENDANTS utilize the same policies and procedures for all California
22 employees, including issuing the same employee handbooks and other form agreements; (4)
23 DEFENDANTS use at least some of the same Human Resources personnel and attorneys to oversee
24 employment matters; and, (6) DEFENDANTS share employees.

25 11. PLAINTIFF is informed and believes, and thereon alleges that at all times relevant
26 to this Complaint, DEFENDANTS were the joint employers of PLAINTIFF and the Class Members
27 upon whose behalf PLAINTIFF brings these allegations and causes of action, in that
28 DEFENDANTS, exercised sufficient control over PLAINTIFF and the Class Members’ wages,

1 hours and working conditions, and/or suffered or permitted PLAINTIFF and the Class Members to
2 work so as to be considered the joint employers of PLAINTIFF and the Class Members.

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

17 13. Thus, DEFENDANTS collectively exercised the right to control the wages, hours
18 and working conditions of PLAINTIFF and Class Members. As such, DEFENDANTS collectively
19 held the right to control virtually every aspect of PLAINTIFF's and the Class Members'
20 employment, including the instrumentality that resulted in the illegal conduct for which PLAINTIFF
21 seeks relief in this Complaint.

22 14. By reason of their status as joint employers of PLAINTIFF and Class Members,
23 DEFENDANTS are each liable for civil penalties for violations of the California Labor Code and
24 applicable Wage Orders as to all Class Members.

25 **CLASS ALLEGATIONS**

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

1 All current and former non-exempt employees that worked either
2 directly or via a staffing agency for any one or more of the
3 DEFENDANTS at any location in California at any time within the
4 four years prior to the filing of the initial Complaint (“Class Period”).
5 This excludes all claims released for the time period covered by the
6 class action settlement of *De La Cruz v. Northwest Pipe Company*,
7 San Bernardino Superior Court Case No. CIVSB2211140.

- 8 a. Numerosity. While the exact number of Class Members is unknown to
9 PLAINTIFF at this time, the Class is so numerous that the individual joinder of
10 all members is impractical under the circumstances of this case. PLAINTIFF is
11 informed and believes the Class consists of at least 100 individuals.
- 12 b. Common Questions of Law and Fact. This lawsuit is suitable for class treatment
13 because common questions of law and fact predominate over individual issues.
14 Common questions include, but are not limited to, the following: (1) whether
15 DEFENDANTS understated hours worked and failed to pay all amounts due to
16 PLAINTIFF and the Class Members for wages earned, including minimum and
17 overtime wages, under California law; (2) whether DEFENDANTS provided
18 PLAINTIFF and the Class Members with all meal periods or premium payments
19 in lieu thereof in compliance with California law; (3) whether DEFENDANTS
20 provided PLAINTIFF and the Class Members with all rest periods or premium
21 payments in lieu thereof, in compliance with California law; (4) whether
22 DEFENDANTS provided PLAINTIFF and Class Members with accurate,
23 itemized wage statements in compliance with California law, displaying,
24 including but not limited to, the total hours worked during the pay period; (5)
25 whether DEFENDANTS timely paid PLAINTIFF and the Class Members all
26 wages due upon separation of employment; (6) whether DEFENDANTS failed
27 to reimburse PLAINTIFF and the Class Members for all business expenses; and
28 (7) whether DEFENDANTS violated California Business and Professions Code

1 sections 17200, *et seq.*

- 2 c. Ascertainable Class. The proposed Class is ascertainable as members can be
3 identified and located using information in DEFENDANTS' business, payroll
4 and personnel records.
- 5 d. Typicality. PLAINTIFF's claims are typical of the claims of the Class Members.
6 PLAINTIFF suffered a similar injury as members of the Class as a result of
7 DEFENDANTS' common practices regarding, *inter-alia*, failure to calculate
8 and pay all owed minimum and overtime wages, failure to provide proper meal
9 periods and rest periods or premium compensation in lieu thereof, failure to
10 provide accurate wage statements, failure to reimburse business expenses, and
11 failure to timely pay all wages due upon separation of employment.
- 12 e. Adequacy. PLAINTIFF will fairly and adequately protect the interests of the
13 Class Members. PLAINTIFF has no interests adverse to the interests of the other
14 Class Members. Counsel who represent PLAINTIFF are competent and
15 experienced in litigating similar class action cases and are California lawyers in
16 good standing. Counsel for PLAINTIFF have the experience and resources to
17 vigorously prosecute this case.
- 18 f. Superiority. A class action is superior to other available means for the fair and
19 efficient adjudication of this controversy since individual joinder of all members
20 of the class is impractical. Class action treatment will permit a large number of
21 similarly situated persons to prosecute their common claims in a single forum
22 simultaneously, efficiently, and without the unnecessary duplication of effort
23 and expense that numerous individual actions would engender. Furthermore, as
24 the damages suffered by each individual member of the Class may be relatively
25 small, the expenses and burden of individual litigation would make it difficult
26 or impossible for individual members of the Class to redress the wrongs done to
27 them, while an important public interest will be served by addressing the matter
28 as a class action. The cost to the court system of adjudication of such

1 individualized litigation would be substantial. Individualized litigation would
2 also present the potential for inconsistent or contradictory judgments. Finally,
3 the alternative of filing a claim with the California Labor Commissioner is not
4 superior, given the lack of discovery in such proceedings, the fact that there are
5 fewer available remedies, and the losing party has the right to a trial de novo in
6 the Superior Court.

7 **FACTUAL AND LEGAL ALLEGATIONS**

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

11 17. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with job titles
12 of welder and fitter or similar job titles/positions, from in or around October 2021 through in or
13 around March 2025. DEFENDANTS assigned PLAINTIFF to work at its warehouse distribution
14 center/yard in Tracy, California. PLAINTIFF regularly worked shifts that were at least
15 approximately eight (8) to twelve (12) hours long. DEFENDANTS paid PLAINTIFF an hourly rate
16 for time counted by DEFENDANTS as hours worked. PLAINTIFF was also compensated with non-
17 discretionary productivity and safety bonuses/incentive pay or other non-discretionary
18 compensation.

19 18. **Meal Period Violations.** PLAINTIFF and other Class Members consistently worked
20 shifts of more than five (5) hours, entitling them to at least one meal period. PLAINTIFF and other
21 Class Members consistently worked shifts of more than ten (10) hours, entitling them to a second
22 meal period.

23 19. Based on information and belief, PLAINTIFF and other Class Members were forced
24 to work during owed meal periods, take late, interrupted and/or shortened meal periods due to
25 including but not limited to, the need to complete assigned job duties.

26 20. For example, at times, PLAINTIFF and other Class Members were required to work
27 through their owed meal periods or take late/shortened/interrupted meal periods due to the need to
28 complete assigned job duties.

1 21. Per DEFENDANTS' unlawful meal period policies and practices, PLAINTIFF and
2 other Class Members were prohibited from taking any version of a second meal period when
3 working shifts longer than ten (10) hours, in violation of California meal period law.

4 22. Based on information and belief, at times, DEFENDANTS failed to relieve
5 PLAINTIFF and other Class Members of all duties and DEFENDANTS' control during meal
6 periods.

7 23. Based on further information and belief, in violation of Labor Code section 2100-
8 2112, DEFENDANTS subjected PLAINTIFF and other Class Members to quotas that prevented
9 them from taking their meal periods.

10 24. DEFENDANTS failed to pay PLAINTIFF and other Class Members an additional
11 hour of wages at their regular rate(s) of pay for each missed or unlawful meal period.

12 25. **Rest Period Violations.** DEFENDANTS did not properly authorize and permit
13 PLAINTIFF and other Class Members to take legally compliant rest periods at a rate of every four
14 (4) hours worked or major fraction thereof, that insofar as practicable, were permitted to be taken in
15 the middle of the work period, as required by law.

16 26. PLAINTIFF and other Class Members were often required to work during their owed
17 rest periods due to the need to complete assigned job duties and/or were prohibited from taking net
18 ten-minute rest periods in a suitable rest area.

19 27. For example, PLAINTIFF was sometimes interrupted during purportedly off-duty
20 rest periods.

21 28. DEFENDANTS implemented policies and practices that failed to relieve
22 PLAINTIFF and other Class Members of all duties and DEFENDANTS' control during rest periods.

23 29. Based on information and belief, DEFENDANTS had actual and/or constructive
24 knowledge that their policies and practices resulted in the denial of ten-minute rest periods which
25 were free of DEFENDANTS' control owed to PLAINTIFF and other Class Members.

26 30. Based on further information and belief, in violation of Labor Code section 2100-
27 2112, DEFENDANTS subjected PLAINTIFF and other Class Members to quotas that prevented
28 them from taking their rest periods.

1 31. DEFENDANTS failed to pay PLAINTIFF and other Class Members an additional
2 hour of wages at their regular rate(s) of pay for each missed or unlawful rest period. For example,
3 DEFENDANTS' wage statements for PLAINTIFF do not show the payment of any rest period
4 premiums.

5 32. **Unpaid Minimum and Overtime Wages.** DEFENDANTS failed to compensate
6 PLAINTIFF and other Class Members for all hours worked, resulting in the underpayment of
7 minimum and overtime wages.

8 33. Class Members were not paid for all hours worked due to DEFENDANTS' mandated
9 off-the-clock work policies and/or practices.

10 34. For example, at times, PLAINTIFF was required to wait in line behind other
11 employees before PLAINTIFF could clock in, resulting in off-the-clock work.

12 35. Also, PLAINTIFF and other Class Members were required to complete additional
13 off-the-clock work tasks (e.g., gathering/returning equipment/tools, putting on/removing uniform
14 items) prior to clocking in for shifts and after clocking out for the end of shifts, resulting in
15 DEFENDANTS' failure to compensate them for all hours worked and the underpayment of wages
16 owed.

17 36. DEFENDANTS' off-the-clock work policies and practices described above resulted
18 in DEFENDANTS' failure to compensate PLAINTIFF and other Class Members for all hours
19 worked and the underpayment of wages owed.

20 37. Based on information and belief, DEFENDANTS had actual and/or constructive
21 knowledge that their off-the-clock work policies and practices resulted in the underpayment of
22 minimum wages owed to PLAINTIFF and other Class Members, in violation of California's
23 minimum wage laws.

24 38. DEFENDANTS' failure to pay for all time worked by virtue of their off-the-clock
25 work practices and policies, resulted in the underpayment of minimum wages owed to PLAINTIFF
26 and Class Members as well as unpaid overtime wages for those Class Members who worked more
27 than eight (8) hours in a day and/or more than forty (40) hours in a week.

28 39. DEFENDANTS failed and continue to fail to pay the lawful premium wage rate for

1 all hours worked beyond eight (8) hours in a day or beyond forty (40) hours in a week.

2 40. DEFENDANTS failed and continue to fail to pay Class Members two times their
3 regular rate of pay for time worked beyond twelve (12) hours per workday and for time worked
4 beyond eight (8) hours on the seventh consecutive day of work in a work week, in violation of
5 California's overtime laws.

6 41. Based on information and belief, DEFENDANTS had actual and/or constructive
7 knowledge that its off-the-clock work resulted in the underpayment of minimum wages and
8 overtime wages owed to Class Members, in violation of California's minimum and overtime wage
9 laws.

10 42. Also, DEFENDANTS failed to incorporate all non-discretionary remuneration,
11 including but not limited to, bonus pay/incentive pay, shift differential pay, multiple base rates of
12 pay and/or other non-discretionary pay into the regular rate of pay used to calculate the owed
13 overtime rate(s), resulting in the miscalculation and underpayment of overtime wages owed to
14 PLAINTIFF and other Class Members.

15 43. For example, DEFENDANTS' wage statements for PLAINTIFF for including but
16 not limited to the following pay periods show PLAINTIFF earned non-discretionary bonus
17 pay/other non-discretionary pay during pay periods in which PLAINTIFF worked overtime yet
18 DEFENDANTS failed to incorporate all non-discretionary pay into the regular rate of pay used to
19 calculate the owed overtime rate, resulting in the miscalculation of the owed overtime rate and the
20 underpayment of wages owed to PLAINTIFF. Pay period beginning on 3/11/24 and ending on
21 3/17/24 shows PLAINTIFF worked overtime during this pay period with all 16.18 overtime hours
22 listed being paid at the rate of \$42.57 per hour, or one-and-one-half times PLAINTIFF's base rate
23 of pay of \$28.38, even though a separate wage statement for PLAINTIFF with overlapping pay
24 period of 3/13/24-3/13/24 shows PLAINTIFF earned non-discretionary bonus pay – itemized in the
25 lump sum amount of \$1,840.00 – during the same pay period in which he worked the overtime hours
26 that DEFENDANTS paid at his base rate of pay. As such, DEFENDANTS failed to incorporate all
27 non-discretionary pay into the regular rate of pay used to calculate the owed overtime rate, resulting
28 in the miscalculation of the owed overtime rate and the underpayment of wages owed.

1 44. **Inaccurate Wage Statements.** During the relevant period, DEFENDANTS failed to
2 provide PLAINTIFF and other Class Members with accurate wage statements that complied with
3 Labor Code section 226. As DEFENDANTS failed to provide PLAINTIFF and Class Members with
4 meal and rest periods that complied with Labor section 226.7, the wage statements DEFENDANTS
5 issued to PLAINTIFF and Class Members failed and continue to fail to correctly set forth the gross
6 wages earned, the total hours worked, the net wages earned, and all applicable hourly rates in effect
7 during the pay period and the corresponding number of hours worked at each hourly rate by the
8 employee.

9 45. DEFENDANTS issued wage statements to PLAINTIFF and Class Members that also
10 failed to indicate the earned gross and net wages earned during the pay period, the correct applicable
11 rates of pay for all hours worked, and the total hours worked by PLAINTIFF and Class Members
12 (by virtue of off-the-clock work policies and practices) which results in a violation of Labor Code
13 section 226(a).

14 46. Based on information and belief, wage statements issued by DEFENDANTS failed
15 to list all applicable hourly rates in effect during the pay period and the corresponding number of
16 hours worked at each hourly rate by the employee, in violation of including but not limited to, Labor
17 Code section 226(a)(9).

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

21 48. **Failure to Timely Pay All Wages Upon Separation of Employment.**
22 DEFENDANTS failed to timely pay Class Members all wages that were due and owing upon
23 discharge of employment. DEFENDANTS untimely provide final wages to Class Members without
24 regard to the timing requirements of Labor Code sections 201-202.

25 49. Upon separation of employment, Class Members' final paychecks were not timely
26 provided, were not timely provided with all paid time off and/or did not include all wages owed as
27 they were devoid of, including but not limited to, all owed minimum wages, overtime wages,
28 premium wages and/or paid time off wages at the properly accrued rates.

1 50. For example, upon separation of employment, DEFENDANTS failed to timely
2 furnish PLAINTIFF with a final paycheck containing all owed minimum wages, overtime wages,
3 premium wages and/or all accrued paid time off at the properly accrued rates.

4 51. For example, DEFENDANTS' wage statement for PLAINTIFF for pay period
5 beginning on 3/5/25 and ending on 3/5/25 shows PLAINTIFF earned a non-discretionary bonus pay
6 in the amount of \$3,325.01, however, DEFENDANTS' wage statement for PLAINTIFF inclusive
7 of that date, i.e. DEFENDANTS' separate wage statement for PLAINTIFF for pay period beginning
8 on 3/3/25 and ending on 3/9/25 shows DEFENDANTS paid PLAINTIFF final vacation hours at
9 \$30.36 per hour, PLAINTIFF's base rate of pay, thereby failing to incorporate all non-discretionary
10 compensation into the regular rate of pay used to calculate the owed vacation pay, resulting in the
11 miscalculation of the owed vacation rate of pay and the underpayment of wages owed.

12 52. Thus, PLAINTIFF is entitled to penalties under Labor Code section 203.

13 53. These violations subject DEFENDANTS to civil penalties under Labor Code section
14 203, 210, and/or 256.

15 54. **Unreimbursed Business Expenses.** DEFENDANTS required PLAINTIFF and
16 Class Members to incur business expenses as a direct consequence of the performance of their job
17 duties without providing reimbursement, in violation of Labor Code section 2802.

18 55. DEFENDANTS shifted the costs of doing business onto Class Members by requiring
19 them to pay for their business expenses, including but not limited to, uniforms/work clothing/work
20 shoes/personal protective/safety gear.

21 56. DEFENDANTS shifted the costs of doing business onto Class Members by requiring
22 them to pay for their business expenses including for the purchase and/or maintenance of work
23 shoes/other protective/safety gear/uniform items.

24 57. For example, based on information and belief, DEFENDANTS failed to provide full
25 reimbursement to PLAINTIFF and other Class Members for business expenses incurred as a result
26 of having to supply their own steel-toed boots/other work shoes/uniforms/safety gear that
27 DEFENDANTS required they wear for work.

28 58. DEFENDANTS' failure to provide Class Members with full reimbursement for all

1 reasonable expenses associated with carrying out their duties required that Class Members
2 subsidize and/or carry the burden of business expenses in violation of Labor Code section 2802.

3 59. PLAINTIFF is informed and believes and alleges thereon that DEFENDANTS
4 engaged in these same herein described unlawful practices and that DEFENDANTS applied these
5 same herein described unlawful practices to all of its employees that it applied to PLAINTIFF.

6
7 **FIRST CAUSE OF ACTION**

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

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

11 61. It is fundamental that an employer must pay its employees for all time worked.
12 California Labor Code sections 218 and 218.5 provide a right of action for nonpayment of wages.
13 Labor Code section 222 prohibits the withholding of part of a wage. Labor Code section 224 only
14 permits deductions from wages when the employer is required or empowered to do so by state or
15 federal law or when the deduction is expressly authorized in writing by the employee for specified
16 purposes that do not have the effect of reducing the agreed upon wage. Labor Code section 223
17 prohibits the pay of less than a statutory or contractual wage scale.

18 62. Pursuant to California Labor Code sections 1194 and 1197, and the Industrial Wage
19 Commission (“IWC”) Wage Orders, an employer must pay its employees for all hours worked, up
20 to 40 hours per week or 8 hours per day, at a regular rate no less than the mandated minimum wage.
21 Payment to an employee of less than the applicable minimum wage for all hours worked in a payroll
22 period is unlawful.

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

1 64. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and
2 Class Members for all hours worked.

3 65. Based on information and belief, DEFENDANTS had actual or constructive
4 knowledge that its time-rounding policies and practices, auto-deduction policies and practices for
5 meal periods, failure to relieve employees of all duties and employer control during unpaid meal
6 periods, policy and practice of payment according to scheduled work time rather than actual work
7 time, and/or other mandated off-the-clock work resulted in the underpayment of minimum wages
8 owed to PLAINTIFF and other Class Members.

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

12 **SECOND CAUSE OF ACTION**

13 **Recovery of Unpaid Overtime Wages**

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

15 67. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

16 68. Employees in California must be paid overtime, equal to one and one-half times the
17 employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including
18 12 hours in any workday, and for the first eight (8) hours worked on the seventh consecutive day of
19 work in a workweek, and they must be paid double the regular rate of pay for all hours worked in
20 excess of 12 hours in any workday and for all hours worked in excess of eight (8) on the seventh
21 consecutive day of work in a workweek, unless they are exempt.

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

28 70. DEFENDANTS failed and continue to fail to pay the lawful premium wage rate for
all hours worked beyond eight (8) hours in a day or beyond forty (40) hours in a week.

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

5 72. Based on information and belief, DEFENDANTS further violated California's
6 overtime wage laws by failing to incorporate all non-discretionary compensation, including but not
7 limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary
8 compensation into the regular rate of pay used to calculate the overtime rate of pay. Failing to
9 include non-discretionary compensation into the regular rate of pay resulted in a miscalculation of
10 the overtime wage rate, resulting in the underpayment of overtime wages owed to PLAINTIFF and
11 other Class Members.

12 73. DEFENDANTS' conduct described above is in violation of California Labor Code
13 sections 510 and 1194 and all applicable Wage Orders.

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

16 **THIRD CAUSE OF ACTION**

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

19 75. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

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

1 employees for at least one meal period for shifts over five hours (see above), and (2) to record having
2 done so.

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

7 78. As explained above, PLAINTIFF and other Class Members were consistently unable
8 to take timely, off duty, thirty-minute, off-duty first and second meal periods due to understaffing,
9 the nature and constraints of their job duties, and/or commentary from supervisors pressuring them
10 to take non-compliant meal periods or skip meal periods completely.

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

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

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

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

26 83. As a result, under Labor Code section 226.7, PLAINTIFF and the Class Members
27 are entitled to one additional hour's pay at the employee's regular rate of compensation for each day
28 a meal period was missed, late, interrupted, or otherwise unlawful, plus attorneys' fees and costs,

1 all in an amount to be proved at trial.

2 **FOURTH CAUSE OF ACTION**

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

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

6 85. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
7 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
8 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
9 “insofar as practicable.” In *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012), the
10 California Supreme Court held that employees are entitled to a 10-minute paid rest period for shifts
11 from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to 10
12 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at 1029).
13 The rest period requirement obligates employers to permit and authorize employees to take off-duty
14 rest periods, meaning employers must relieve employees of all duties and relinquish control over
15 how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257.

16 86. If the employer fails to provide any required rest period, the employer must pay the
17 employee one hour of pay at the employee’s regular rate of compensation for each workday the
18 employer did not provide at least one legally required rest period, pursuant to Labor Code section
19 226.7.

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

26 88. Based on information and belief, DEFENDANTS implemented policies and/or
27 practices that failed to relieve PLAINTIFF and other Class Members of all duties and employer
28 control during rest periods. Based on further information and belief, Class Members were pressured
to complete their work duties according to a designated schedule such that rest periods were only

1 taken once tasks were completed, and/or as time permitted.

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

4 90. Moreover, based on information and belief, DEFENDANTS failed to pay a rest
5 period premium to PLAINTIFF and other Class Members for each workday in which there was a
6 missed or otherwise unlawful rest period. Based on further information and belief, when a rest
7 premium was paid, DEFENDANTS failed to include non-discretionary compensation including but
8 not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into the
9 regular rate of compensation for purposes of determining the owed rest period premium.

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

15 **FIFTH CAUSE OF ACTION**

16 **Failure to Furnish Accurate Itemized Wage Statements (By PLAINTIFF and the Class Members Against all DEFENDANTS)**

17 92. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

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

21 (1) gross wages earned, (2) total hours worked by the employee,
22 except for any employee whose compensation is solely based on a
23 salary and who is exempt from payment of overtime under
24 subdivision (a) of Section 515 or any applicable order of the Industrial
25 Welfare Commission, (3) the number of piece-rate units earned and
26 any applicable piece rate if the employee is paid on a piece-rate basis,
27 (4) all deductions, provided that all deductions made on written orders
28 of the employee may be aggregated and shown as one item, (5) net
wages earned, (6) the inclusive dates of the period for which the
employee is paid, (7) the name of the employee and his or her social
security number, except that by January 1, 2008, only the last four
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

1 effect during the pay period and the corresponding number of hours
2 worked at each hourly rate by the employee.

3 94. As DEFENDANTS failed to provide PLAINTIFF and other Class Members with
4 meal and rest periods that complied with Labor Code section 226.7, the wage statements
5 DEFENDANTS issued to PLAINTIFF and other Class Members failed and continue to fail to
6 correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b) the
7 total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net wages
8 earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in effect
9 during the pay period and the corresponding number of hours worked at each hourly rate by the
10 employee, in violation of Labor Code section 226(a)(9).

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

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

1 97. Based on information and belief, wage statements issued by DEFENDANTS failed
2 to list all applicable hourly rates in effect during the pay period and the corresponding number of
3 hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9).
4 For example, as described herein, based on information and belief, DEFENDANTS failed to
5 incorporate all forms of non-discretionary compensation earned during the pay period into the
6 overtime pay rate calculation, and as such, failed to display the proper overtime rate(s) for each hour
7 of overtime worked by Class Members.

8 98. DEFENDANTS' failure to accurately list all hours worked on all wage statements
9 caused confusion to PLAINTIFF and caused and continues to cause confusion to other Class
10 Members over whether they received all wages owed to them.

11 99. As a result, PLAINTIFF and other Class Members have suffered injury as they could
12 not easily determine whether they received all wages owed to them and whether they were paid for
13 all hours worked.

14 100. DEFENDANTS' knowingly and intentionally failed to provide PLAINTIFF and
15 Class Members with accurate, itemized wage statements.

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

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

1 103. Pursuant to California Labor Code § 226(h), PLAINTIFF and Class Members are
2 entitled to bring an action for injunctive relief to ensure DEFENDANTS' compliance with
3 California Labor Code § 226(a). Injunctive relief is warranted because DEFENDANTS continue to
4 provide currently employed Class Members with inaccurate wage statements in violation of
5 California Labor Code § 226(a). Currently employed Class Members have no adequate legal remedy
6 for the continuing injuries that will be suffered as a result of DEFENDANTS' ongoing unlawful
7 conduct. Injunctive relief is the only remedy available for ensuring DEFENDANTS' compliance
8 with California Labor Code § 226(a).

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

12 **SIXTH CAUSE OF ACTION**

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

15 105. PLAINTIFF incorporates all preceding paragraphs as if fully set forth herein.

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

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

24 108. Based on information and belief, DEFENDANTS failed and continue to fail to timely
25 pay final wages to PLAINTIFF and Class Members upon separation of employment in violation of
26 Labor Code section 201-202.

27 109. Upon separation of employment, Class Members' final paychecks were not timely
28 provided, were not timely provided with all owed vacation pay and/or paid time off and/or did not
include all wages owed as they were devoid of, including but not limited to, all owed minimum

1 wages, overtime wages, premium wages, vacation pay, all owed sick leave and/or paid time off
2 wages at the properly accrued rates (including but not limited to, all owed vacation pay/paid time
3 off paid at the final rate including non-discretionary compensation, including but not limited to, shift
4 differentials).

5 110. For example, upon separation of employment, DEFENDANTS failed to timely
6 furnish PLAINTIFF with a final paycheck containing all owed minimum wages, overtime wages,
7 premium wages and/or all accrued paid time off at the properly accrued rates.

8 111. Under Labor Code section 203, PLAINTIFF and the Class Members who are no
9 longer employed by DEFENDANTS are entitled to recover waiting time penalties of up to 30 days'
10 pay, plus attorney's fees and costs, in an amount to be proved at trial.

11 **SEVENTH CAUSE OF ACTION**
12 **Failure to Reimburse Business Expenses**
13 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

14 112. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

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

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

115. As described above, PLAINTIFF and the Class Members were improperly required

1 to pay for business expenses that are legally the responsibility of the employer.

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

6 117. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and the Class
7 Members have suffered injury in that they were not completely reimbursed as mandated by
8 California law.

9 118. Pursuant to California Labor Code section 2802, PLAINTIFF and the Class Members
10 are entitled to recover the full amount of reimbursable expenses due, in addition to reasonable
11 attorneys' fees, and costs of suit.

12 **EIGHTH CAUSE OF ACTION**

13 **Unfair Competition**

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

15 119. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

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

28 121. Due to DEFENDANTS' unfair and unlawful business practices in violation of the
California Labor Code, DEFENDANTS have gained a competitive advantage over other

1 comparable companies doing business in the State of California that comply with their obligations
2 to authorize or permit rest periods and meal periods or pay proper meal and rest period premiums
3 in lieu thereof, to properly accrue and pay sick time benefits, to provide complete and accurate
4 itemized wage statements, to reimburse employees for all business expenses, to pay all owed
5 minimum and overtime wages and to pay all wages due upon separation of employment of their
6 employees.

7 122. As a result of DEFENDANTS' unfair competition as alleged herein, PLAINTIFF
8 and Class Members have suffered injury in fact and lost money or property, as described in more
9 detail above. Pursuant to California Business and Professions Code section 17200, *et seq.*,
10 PLAINTIFF and Class Members are entitled to restitution of all wages and other monies rightfully
11 belonging to them that DEFENDANTS failed to pay and wrongfully retained by means of their
12 unlawful and unfair business practices.

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

16 124. PLAINTIFF also seeks an award of attorney's fees pursuant to Code Civ. Proc
17 Section 1021.5 and as permitted by law, and an award for costs reasonably incurred, as permitted
18 by law.

19 **PRAYER FOR RELIEF**

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

- 22 1. For an order that the action be certified as a class action;
- 23 2. For an order that PLAINTIFF be appointed as class representative;
- 24 3. For an order that counsel for PLAINTIFF be appointed as class counsel;
- 25 4. For compensatory damages according to proof;
- 26 5. For liquidated damages according to proof;
- 27 6. For penalties according to proof;
- 28 7. For an order requiring DEFENDANTS to make restitution of all amounts wrongfully

- 1 withheld from PLAINTIFF and the Class Members;
- 2 8. For an order finding DEFENDANTS have engaged in unfair competition in violation of
- 3 section 17200, *et seq.*, of the California Business and Professions Code;
- 4 9. For an order enjoining DEFENDANTS from further acts of unfair competition;
- 5 10. For pre-judgment interest as permitted by law;
- 6 11. For attorney's fees and costs reasonably incurred; and
- 7 12. For such other and further relief that the Court deems just and proper.
- 8

9 Dated: July 15, 2025

CROSNER LEGAL, PC

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By: 

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Jamie K. Serb, Esq.

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Brandon Brouillette, Esq.

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Zachary M. Crosner, Esq.

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Attorneys for Plaintiff,

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IVAN CALVILLO

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Dated: July 15, 2025

By: 
 Jamie K. Serb, Esq.
 Brandon Brouillette, Esq.
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 Attorneys for Plaintiff,
 IVAN CALVILLO