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Attorneys for Plaintiff MARKUS MOSS,
on behalf of himself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

MARKUS MOSS, an individual, on behalf of
himself and others similarly situated,

Plaintiff,

vs.

AKUA BEHAVIORAL HEALTH, INC., a
California stock corporation; AKUA MIND &
BODY, an entity of unknown form; AKUA
DETOX ADDICTION TREATMENT
SACRAMENTO, an entity of unknown form;
and DOES 1 through 50, inclusive,

Defendants.

Case No.:

CLASS ACTION

Assigned for All Purposes To:

Hon.

Dept.:

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability Labor Code § 226.7;
4. Rest-Break Liability Labor Code § 226.7;
5. Violation of Labor Code § 221;
6. Violation of Labor Code § 226;
7. Violation of Labor Code §§ 1174, 1174.5;
8. Violation of Labor Code § 204;
9. Violation of Labor Code § 203;
10. Failure to Reimburse Necessary Business Expenses under Labor Code § 2802; and
11. Violation of Business & Professions Code § 17200 *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff MARKUS MOSS (hereinafter “Plaintiff”), on behalf of herself and other similarly
2 situated non-exempt, hourly employees employed by Defendants in California during the relevant
3 period (collectively, “Employees”; individually, “Employee”), complains of Defendants, and each
4 of them, as follows:

5 **INTRODUCTION**

6 1. Plaintiff brings this action on behalf of himself and all current and former Employees
7 within the State of California who, at any time from four years prior to the filing of this lawsuit, are
8 or were employed as non-exempt, hourly employees, including as Clinical Technicians, and in those
9 and related positions, by Defendants AKUA BEHAVIORAL HEALTH, INC., a California stock
10 corporation; AKUA MIND BODY, an entity of unknown form; AKUA DETOX ADDICTION
11 TREATMENT SACRAMENTO, an entity of unknown form; and DOES 1 through 50, inclusive (all
12 defendants being collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants,
13 and each of them, violated various provisions of the California Labor Code, relevant orders of the
14 Industrial Welfare Commission (“IWC”), and the California Business & Professions Code, and seeks
15 redress for these violations.

16 2. Plaintiff and the Class members worked as hourly, non-exempt Employees for
17 Defendants, including as Clinical Technicians, and those in similar and related positions pertaining
18 to providing individualized treatment and clinical services to people struggling with mental health
19 and/or substance use addiction at Defendants’ facilities, locations, and communities in California.
20 Plaintiff, and upon information and belief other similarly situated Employees, were required to
21 perform work tasks based out of Defendants’ facilities in California. Plaintiff was employed by
22 Defendants as a Clinical Technician with duties that included, but not limited to, assisting with
23 observing and overseeing clients, housekeeping, taking vital signs and examining patients, running
24 group sessions, counseling patients.

25 3. Defendant AKUA BEHAVIORAL HEALTH, INC. is a California corporation
26 which lists its principal address with the California Secretary of State in Newport Beach, California,
27 in Orange County. Additionally, AKUA BEHAVIORAL HEALTH, INC. is the entity listed on
28 Plaintiff W-2 and wage statements. AKUA BEHAVIORAL HEALTH, INC. is listed as a registrant

1 of a fictitious business name AKUA MIND & BODY. AKUA MIND & BODY was the entity listed
2 on the employee handbook provided to Plaintiff and, on information and belief, to other Class
3 Members during their employment. On information and belief, AKUA BEHAVIORAL HEALTH,
4 INC. is a parent company that owns, manages, or is otherwise related to AKUA MIND & BODY
5 and the two jointly employed Plaintiff and the other Class members.

6 4. Defendant AKUA DETOX ADDICTION TREATMENT SACRAMENTO is the
7 entity AKUA BEHAVIORAL HEALTH, INC. instructed Plaintiff was the work site Plaintiff would
8 report to. The website for AKUA DETOX ADDICTION TREATMENT SACRAMENTO explains
9 “Akua Mind Body’s Residential Detox and Treatment program is tailored for adult men & women
10 struggling with substance use and addiction. We offer medication-assisted treatment in a safe &
11 comfortable location in California’s Sacramento Region.” Upon information and belief, AKUA
12 BEHAVIORAL HEALTH, INC. operates and does business as AKUA MIND & BODY, and
13 AKUA DETOX ADDICTION TREATMENT SACRAMENTO is a subsidiary of AKUA
14 BEHAVIORAL HEALTH, INC. and AKUA MIND & BODY. Plaintiff was employed by
15 Defendants at the Akua Detox Addiction Treatment facility in Sacramento, and Defendants
16 employed other class members there and at the other facilities in Sacramento County and throughout
17 California that Defendants operate.

18 5. Defendants employed other similarly situated Class members as Clinical
19 Technicians, and employees in similar and related positions in connection with their treatment
20 facilities located throughout California. Plaintiff and the other similarly situated Class members
21 worked at Defendants’ behest without being paid all wages due and without being provided all
22 required meal and/or rest breaks. More specifically, Plaintiff and the other similarly situated Class
23 members were employed by Defendants and shared similar job duties and responsibilities, were
24 subjected to the same policies and practices, and endured similar violations at the hands of
25 Defendants as the other Class members who served in similar and related positions.

26 6. Defendants required Plaintiff and the Employees in the Class to work off-the-clock
27 and failed to record accurate time worked by these Employees, failed to pay them at the appropriate
28 rates for all hours worked, failed to pay all wages due and owing at termination or resignation, and

1 provided Plaintiff and the Class members with inaccurate wage statements that prevented them from
2 learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the Class
3 with lawful meal and rest periods, as Employees were required to remain under Defendants' control
4 and were not provided with the opportunity to take full uninterrupted and duty-free rest periods and
5 meal breaks, as required by the Labor Code and the applicable paragraphs of the IWC Wage Orders.

6 7. This Court has jurisdiction over this Action pursuant to California Code of Civil
7 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as
8 a Class Action on behalf of similarly situated Employees of Defendants pursuant to California Code
9 of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district pursuant to
10 California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and
11 liabilities giving rise to this lawsuit occurred, at least in part in Sacramento County. Defendants also
12 employ and employed Class members at their facilities there, and Plaintiff was employed by
13 Defendants at the Akua Detox Addiction Treatment facility in Sacramento.

14 8. The true names and capacities, whether individual, corporate, associate, or whatever
15 else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to
16 Plaintiff, who therefore sues these Defendants by such fictitious names under Code of Civil
17 Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants designated
18 herein as Does 1 through 50, inclusive, and each of them, are legally responsible in some manner
19 for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to
20 reflect the true names and capacities of the Defendants designated herein as Does 1 through 50 when
21 their identities become known.

22 9. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
23 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out
24 a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each
25 Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all
26 respects as the employers or joint employers of Employees. Defendants, and each of them, exercised
27 control over the wages, hours or working conditions of Employees, created and implemented the
28 policies and practices that governed the employment of Plaintiff and the Class members and dictated

1 their job duties and responsibilities, or otherwise suffered or permitted Plaintiff and the other
2 Employee Class members to work, or engaged them, thereby creating a common law employment
3 relationship with the Employee Class members. Therefore, Defendants, and each of them, employed
4 or jointly employed the Employee Class members.

5 **FACTUAL BACKGROUND**

6 10. The Employees who comprise the Class, including Plaintiff, are non-exempt
7 employees pursuant to the applicable Wage Order of the Industrial Welfare Commission (“IWC”).
8 During the period of four years prior to the filing of this action through its resolution, the Employee
9 Class members were employed by Defendants and worked in non-exempt positions at the direction
10 of Defendants in the State of California. Plaintiff and the Class members were either not paid by
11 Defendants for all hours worked or were subjected to unlawful rounding and time shaving or were
12 not paid at the appropriate minimum, regular and overtime rates. Plaintiff also contends that
13 Defendants failed to pay Plaintiff and the Class members all wages due and owing, including by
14 requiring off-the-clock work, failed to provide meal and rest breaks, and failed to furnish accurate
15 wage statements, all in violation of various provisions of the California Labor Code and applicable
16 paragraphs of the IWC Wage Orders.

17 11. During the course of Plaintiff and the Class members’ employment with Defendants,
18 they were not paid all wages they were owed, including for all work performed (resulting in “off-
19 the-clock” work) and for all their overtime hours worked and were subjected to unlawful rounding,
20 and they were not paid at the required rates for overtime. This has resulted in systematic and ongoing
21 violations of the California Labor Code and relevant IWC Wage Orders. On information and belief,
22 Defendants employ other non-exempt, hourly employees as Clinical Technicians, and those in
23 similar and related positions based out of their facilities in California.

24 12. Plaintiff was employed by Defendants as a Clinical Technician at Defendants’ Fair
25 Oaks facilities in Sacramento, California. Plaintiff’s job duties included managing and watching
26 clients living on-site, conducting vital and wellness checks, observing and examining patients who
27 were detoxing to ensure their safety, passing out medication to patients, counseling patients and
28 occasionally running group sessions on some weekends, among other tasks. Plaintiff was generally

1 scheduled to work shifts of eight hours, and typically worked the morning shift from 6:00 a.m. to
2 2:30 p.m., between 40-48 hours per week, and five to six days per week.

3 13. Defendants' policy and practice of requiring systematic off-the-clock work flowed
4 from their unlawful timekeeping procedures. While Defendants required Plaintiff to use an app
5 through his personal cellphone to record his shift start and end times, and the start and end times for
6 meal periods, the times were generally not recorded contemporaneously with the actual hours
7 worked. Plaintiff would arrive 10-15 minutes before the start of his shift in order to complete his
8 job duties in a timely fashion. However, he was not permitted to record this time because it would
9 be constituted as unauthorized or unapproved overtime, and he could face disciplinary action. If
10 Plaintiff did clock in early, then Defendants would also manually adjust his time records to reflect
11 that he clocked-in at his scheduled start time. Moreover, on occasions after Plaintiff clocked out at
12 the end of his shift, he would be required to work or otherwise remain under Defendants' control,
13 including staying 10-20 minutes for work purposes, such as counseling clients, deescalating tense
14 situations, and/or waiting for co-workers to arrive to cover the next shift. Thus, Defendant compelled
15 Plaintiff to endure substantial off-the-clock work before and after his schedule shift hours.

16 14. Additionally, Defendants would require Plaintiff to have his phone, computer, and/or
17 laptop available to access Microsoft Teams at all times, including after work hours, in order to
18 respond to Defendants' work-related messages regarding patient updates and scheduling, among
19 other communications, resulting in further off-the-clock work that was unpaid. Upon information
20 and belief, the Class members were also subjected to similar unpaid off-the-clock work by
21 Defendants resulting in similar violations as Plaintiff.

22 15. Plaintiff was therefore not paid for all his hours worked at the required minimum,
23 overtime, and double time wage rates due to Defendants' uniformly applied and unlawful policy
24 and practice of requiring him to work off-the-clock and without pay. Defendants systematically
25 underpaid Plaintiff and the Class members by failing to pay them at the required overtime rates for
26 all hours over eight in a work shift or over forty in a work week. Upon information and belief, the
27 Class members were bound by similar scheduling and timekeeping policies and endured similar
28 violations at Defendants' hands as Plaintiff.

1 16. The failure to pay for all hours worked and underpayment of wages to Plaintiff and
2 the Class members is and has been a direct consequence of Defendants' unlawful compensation
3 policies and practices, which upon information and belief applied uniformly to the Class members
4 working based out of Defendants' facilities throughout California. As a result of the above-described
5 unlawful requirements to work off-the-clock, the rounding and time shaving, the failure to
6 accurately record all hours worked and pay wages at the correct rates, and the other wage violations
7 they endured at Defendants' hands, Plaintiff and the Class members were not properly paid all wages
8 earned and all wages owed to them by Defendants, including when working more than eight hours
9 in any given day and/or more than forty hours in any given week.

10 17. Therefore, from at least four years prior to the filing of this lawsuit and continuing
11 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
12 hours worked and failing to pay minimum wages for all time worked, as required by California law.
13 Also, from at least four years prior to the filing of this lawsuit and continuing to the present,
14 Defendants had a consistent policy or practice of failing to pay Employees overtime compensation
15 at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a
16 week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of
17 Labor Code § 510 and the corresponding sections of IWC Wage Orders.

18 18. Defendants also failed to provide Plaintiff and the Class members with their required
19 meal periods and at least two ten-minute rest breaks as required at a minimum for Plaintiff's
20 scheduled shift durations. The above-described off-the-clock work contributed to Defendants'
21 common policy of failing to provide lawful meal periods to Plaintiff and the Class members, as
22 required under the Labor Code and Paragraph 11 of the IWC Wage Order(s). Defendants similarly
23 failed to authorize and permit Plaintiff and the employee Class Members to take all required 10-
24 minute rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

25 19. More specifically, Plaintiff worked shifts that entitled him to at least one meal period,
26 but due to Defendants' prioritization of the well-being of their patients, Plaintiff was compelled to
27 delay his meal periods or have them interrupted. The demanding workloads, patient demands, and
28 management expectations also contributed to Plaintiff either working through meal period, not

1 taking them, or taking them late so work could be accomplished. Despite all this, Defendants
2 instructed Plaintiff to record a full thirty-minute meal period as required under the Labor Code and
3 Wage Orders. For example, Plaintiff would clock out for his meal periods, but continue working his
4 rounds and checking up on patients across Defendants' premises, and clock back in after thirty-
5 minutes. Additionally, if Plaintiff were to fail to clock out for a meal period, management would
6 alter his time records to retroactively input that he took a compliant thirty-minute meal period.
7 Moreover, even when Plaintiff was afforded a meal period, due to the chronic understaffing, he was
8 not allowed to leave Defendants' facilities to take a meal period. Thus, Defendants exerted unlawful
9 control over him and thus failed to pay him for these hours worked.

10 20. Therefore, meal period violations systematically occurred throughout all of
11 Plaintiff's work shifts where Defendants both failed to provide a lawful meal period or penalty
12 payment and then also unlawfully deducted 30 minutes from Plaintiff's hours worked for the day.
13 Upon information and belief, the other Class members were subjected to similar unlawful policies
14 and practices and endured similar violations as Plaintiff.

15 21. Defendants thus failed to provide all the legally required unpaid, off-duty meal
16 periods to Plaintiff as required by the applicable Wage Order and Labor Code. Plaintiff was required
17 to perform work as ordered by Defendants for more than five hours during a shift without receiving
18 compliant meal periods. Additionally, as addressed above, Defendants followed a practice of
19 requiring off-the-clock work in a manner that would impact when Plaintiff received meal periods
20 and required him to respond to work demands during his meal breaks, leading to further violations.

21 22. Upon information and belief, Defendants' systems did not automatically generate a
22 meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours
23 into a work shift or in the event the time punch records reflected a meal period of less than thirty
24 minutes. However, upon information and belief, in the event Defendants did pay any meal period
25 premiums, they did so at the employee's customary regular rate of hourly compensation without
26 including all forms of remuneration in that hourly rate calculation, for example by omitting bonuses
27 or per diems and the like from the rate at which meal premiums were paid.

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1 23. Defendants thus followed uniformly applied policies of not providing all required
2 meal periods to their Employees. Meal periods were often not properly provided, as work demands
3 impermissibly shortened their breaks. When Plaintiff and the Class members were able to take a
4 meal period, it was generally interrupted by work duties or was taken after the fifth hour of work.
5 Additionally, as addressed above, Defendants followed a practice of requiring off-the-clock work
6 in a manner that would impact when Employees were to receive meal periods and rest breaks, thus
7 leading to further violations.

8 24. As a result, Defendants' failure to provide Plaintiff and the Class members with all
9 legally required off-duty, unpaid meal periods is and will be evidenced by Defendants' business
10 records, or lack thereof. Therefore, for at least four years prior to the filing of this action and through
11 to the present, Plaintiff and the Class members were unable to take off-duty meal breaks or were
12 otherwise not provided with the opportunity to take required meal breaks as required under the Labor
13 Code and Wage Orders due to Defendants' policies and practices. On the occasions when Plaintiff
14 and the Class members were provided with a meal period, it was often untimely or interrupted, or
15 was impermissibly shortened, and Employees were not provided with one hour's wages in lieu
16 thereof. Meal period violations thus occurred in one or more of the following manners:

- 17 (a) Class members were not provided full thirty-minute duty free meal periods
18 for work days in excess of five hours and were not compensated one hour's
19 wages in lieu thereof, all in violation of, among others, Labor Code §§ 226.7,
20 512, and the applicable Industrial Welfare Commission Wage Order(s);
- 21 (b) Class members were required to work through at least part of their daily meal
22 period(s);
- 23 (c) Meal periods were provided after five hours of continuous work during a
24 shift; and
- 25 (d) Class members were restricted in their ability to take a full thirty-minute meal
26 period.

27 25. Similar violations resulted from Defendants' failure to authorize and permit Plaintiff
28 and the Class members to take duty-free, net ten minute rest breaks for every four hours of shift

1 work, or major fraction thereof. Plaintiff and the other similarly situated Class members were either
2 not authorized permitted the opportunity to take a rest break, or were required to remain under
3 Defendants' control and respond to work demands if and when they even attempted to take one.
4 Upon information and belief, Defendants also failed to authorize and permit Employees to leave the
5 premises during rest breaks, evidencing Defendants' policy and practice of requiring Plaintiff and
6 the Class members to remain under their control during required off-duty rest break times.

7 26. Defendants thus failed to authorize and permit duty-free ten minute rest breaks as
8 required under the Labor Code and IWC Wage Orders. In fact, Defendants made no effort to even
9 schedule or otherwise account for time for Plaintiff and the Class members to use for duty-free, net
10 ten minute rest breaks. This common and unlawful policy uniformly applied to the Employees
11 during the relevant period, meaning Defendants' rest break policy was not to schedule or otherwise
12 authorize and permit them. Plaintiff and the Class members worked eight on an average shift, and
13 were required to receive at least two rest breaks. Given the work demands, chronic understaffing,
14 and pressure from Defendants' management, Plaintiff and the Class members were compelled to
15 not take rest breaks despite working extended shifts. Defendants have produced no evidence of any
16 payments for rest break violations under Labor Code § 226.7.

17 27. Defendants' uniformly applied policies and practices thus resulted in untimely and
18 shortened or on-duty rest breaks when they were authorized and permitted. Plaintiff and the Class
19 members worked shifts of at least eight hours, which required at least two rest breaks. Even on the
20 occasions when Defendants authorized and permitted Plaintiff to take a first rest break, he was not
21 permitted to take a second break, and those that were provided were often late and generally
22 interrupted by job duties and requirements.

23 28. During rest periods, employers must relieve employees of all duties and relinquish
24 control over how employees spend their time. Plaintiff and the Class members were and are under
25 Defendants' control when they are working through rest breaks and remaining under Defendants'
26 control. Defendants have also provided either impermissibly shortened or untimely meal and rest
27 breaks to Plaintiff and the Class members. Plaintiff and the Class members were thus not authorized
28 to take lawful rest periods, were systematically required by Defendants to work through or during

1 rest breaks, and were not provided with one hour's wages in lieu thereof. They were required to
2 remain on-duty during rest breaks or portions of their rest breaks, thus making them either untimely
3 or shortened and on-duty, and they were also prevented from leaving the premises and otherwise
4 remain under Defendants' control during rest breaks under Defendants' uniformly applied policies
5 and practices. Rest period violations therefore arose in one or more of the following manners:

- 6 (a) Class members were required to work without being provided a minimum ten
7 minute rest period for every four hours or major fraction thereof worked and
8 were not compensated one hour of pay at their regular rate of compensation
9 for each workday that a rest period was not provided;
- 10 (b) Class members were not authorized and permitted to take timely rest periods
11 for every four hours worked, or major fraction thereof; and
- 12 (c) Class members were required to remain on-duty and under Defendants'
13 control during rest periods or otherwise had their rest periods interrupted by
14 work demands.

15 29. From at least four years prior to the filing of this lawsuit and continuing to the
16 present, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or
17 deducting the Employees' earned wages, including by the above described off-the-clock work and
18 rounding and time shaving and on-duty work while on unpaid meal breaks. By not compensating
19 Employees for all hours worked, Defendants unlawfully deducted wages earned in violation of
20 Labor Code § 221.

21 30. Upon information and belief, Defendants also failed to provide Employees such as
22 Plaintiff at the time of his employment and thereafter with written notice complying with all the
23 requirements of Labor Code § 2810.5, which provides that: "At the time of hiring, an employer shall
24 provide to each employee a written notice, in the language the employer normally uses to
25 communicate employment-related information to the employee, containing" specific required
26 information. Upon information and belief, Defendants failed to provide this information to the Class
27 Members as required under Labor Code § 2810.5. Defendants were required to provide Plaintiff and
28 the Class members certain specific information upon hiring pursuant to California Labor Code §

1 2810.5. Defendants failed to provide Plaintiff with any such information when he was hired and
2 upon information and belief Defendants committed similar violations in connection with similarly
3 situated and aggrieved Class members.

4 31. Defendants have also consistently failed to provide Class members with timely,
5 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws,
6 including by the above-described requirement of off-the-clock work, failure to pay all overtime and
7 double time wages owed and failure to pay them at the appropriate premium rates, and failure to
8 pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by miscalculating
9 any overtime or meal period or rest break premium wages and by the systematic and unlawful
10 deductions Defendants took from Employee wages. Defendants have also made it difficult to
11 account with precision for the unlawfully withheld wages and meal and rest period compensation
12 owed to Plaintiff and the Class, during the liability period, including because they did not calculate
13 the regular rate of pay correctly when paying overtime or meal period premiums and because they
14 did not implement and preserve a record-keeping method as required for non-exempt employees by
15 California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders.
16 Upon information and belief, time clock punches were not maintained or were not accurately
17 maintained for work shifts. Defendants also failed to accurately record and pay for all regular and
18 overtime hours worked and submitted by Plaintiff and the Class members, including by failing to
19 pay all overtime hours at the correctly calculated overtime premium rate.

20 32. Defendants have thus failed to comply with Labor Code § 226(a) by inaccurately
21 reporting total hours worked and total wages earned by Plaintiff and the Class members, along with
22 the appropriate applicable rates, among others requirements. Plaintiff and the Class members are
23 therefore entitled to penalties not to exceed \$4,000.00 for each employee pursuant to Labor Code §
24 226(b). Defendants have also failed to comply with paragraph 7 of the applicable California IWC
25 Wage Orders by failing to maintain time records showing when the employee begins and ends each
26 work period, meal periods, and wages earned pursuant to Labor Code § 226.7, and total daily hours
27 worked by itemizing in wage statements all deductions from payment of wages and accurately
28 reporting total hours worked. Defendants also failed to accurately list the name and address of the

1 legal entity that employed Plaintiff and other Class members.

2 33. The failure to maintain accurate timekeeping records perpetrated by Defendants has
3 also been exacerbated by other off-the-clock work Defendants required their Employees to endure.
4 For example, after clocking out, Plaintiff frequently performed additional work assisting patients or
5 colleagues who required assistance, especially during emergencies. Plaintiff was not permitted to
6 record this time because it would constitute unauthorized overtime and she would face disciplinary
7 action. Plaintiff and the Class members were also required to work or otherwise remain under
8 Defendants' control after their shift end times, including while remaining on-site and through after
9 hours work-related communications regarding scheduling and other work requirements.

10 34. Defendants have failed to maintain timekeeping records for Plaintiff that would
11 permit Plaintiff to discover the nature and extent of the off-the-clock work Defendants required and
12 the actual hours Plaintiff worked or the breaks she received. By failing to pay for all hours worked,
13 and by under-recording regular hours to the detriment of the Class members, Defendants have
14 committed knowing and intentional ongoing violations of the record keeping requirements under
15 the Labor Code, including section 1174, by either failing to maintain records or retaining inaccurate
16 ones.

17 35. Defendants also required Plaintiff and the Class members to work hours off-the-
18 clock for which they were not compensated. They were required to endure off-the-clock work
19 addressed above during interrupted or otherwise on-duty meal and rest periods and were subjected
20 to systematic off-the-clock work and rounding and miscalculation. Therefore, Defendants have also
21 followed a uniform and consistent policy of failing to pay all wages owed to Plaintiff and other
22 similarly situated Employees at the time of their termination or within seventy-two hours of their
23 resignation, as required by California wage-and-hour laws, including Labor Code § 203.

24 36. As a result of these illegal policies and practices, Defendants also engaged in and
25 enforced the following additional unlawful practices and policies against Plaintiff and the Class
26 members she seeks to represent:

- 27 (a) failing to pay Class members all wages owed, including all meal and rest
28 period premium wages;

- (b) failing to maintain accurate records of Class members' hours worked and earned wages and meal periods in violation of Labor Code §§ 226 and 1174(d) and section 7 of the applicable IWC Wage Orders;
- (c) failing to pay all wages owed to the Class members twice monthly in accordance with the requirements of Labor Code § 204; and
- (d) failing to pay all wages owed to Class members who either were discharged, laid off, or resigned in accordance with the requirements of Labor Code §§ 201, 202, 203.

37. Additionally, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants have regularly required Plaintiff and the Class members to incur necessary business expenses in the course of performing their required job duties without reimbursement. These included the personal cell phone-related expenses Plaintiff incurred in responding to work communications from supervisors and the purchase of equipment such as personal laptops in order to properly conduct his job duties. Plaintiff and the Class members must be reimbursed for these necessary business expenses under Labor Code § 2802, and Defendants systematically failed to do so.

38. In light of the foregoing, Plaintiff and the Employees in the Class bring this action pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4, 226.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, and 1199, 2802, 2810.5 and California Code of Regulations, Title 8, section 11000 *et seq.*

39. Moreover, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff and the Class members seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or fraudulent practices alleged in this Complaint.

CLASS ALLEGATIONS

40. Plaintiff brings this class action on behalf of herself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (or "the Class" or "Class members") defined as follows: "All individuals employed by Defendants at any time during

1 the period of four (4) years prior to the filing of this lawsuit and ending on a date as determined by
2 the Court (“the Class Period”), and who have been employed as non-exempt, hourly employees
3 within the State of California.” This includes Clinical Technicians and those in similar and related
4 positions pertaining to providing individualized treatment and clinical services to people struggling
5 with mental health and/or substance use addiction at Defendants’ facilities, locations, and
6 communities in California. Further, Plaintiff seeks to represent the Subclasses composed of and
7 defined as follows:

8 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
9 compensated for all hours worked for Defendants at the applicable minimum wage.

10 b. Subclass 2. Wages and Overtime Subclass. All Class members who were
11 not compensated for all hours worked for Defendants at the required rates of pay, including for all
12 hours worked in excess of eight in a day and/or forty in a week.

13 c. Subclass 3. Meal Period Subclass. All Class members who were subject
14 to Defendants’ policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
15 free meal periods or one hour of pay at the Employee’s regular rate of pay in lieu thereof.

16 d. Subclass 4. Rest Break Subclass. All Class members who were subject to
17 Defendants’ policy and/or practice of failing to authorize and permit Employees to take
18 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
19 thereof, and failing to pay one hour of pay at the Employee’s regular rate of pay in lieu thereof.

20 e. Subclass 5. Unauthorized Deductions from Wages Subclass. All Class
21 members who were subject to Defendants’ policy and/or practice of deducting wages earned from
22 their pay, including by requiring off-the-clock work.

23 f. Subclass 6. Wage Statement Subclass. All Class members who, within the
24 applicable limitations period, were not provided with accurate itemized wage statements.

25 g. Subclass 7. Payroll Records Subclass. All Class members who were
26 subject to Defendants’ policy and/or practice of failing to keep accurate time and wage records as
27 required by California wage-and-hour laws.

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1 h. Subclass 8. Failure to Timely Pay Wages Twice Monthly Subclass. All
2 Class members who were subject to Defendants' policy and practice of not timely paying all wages
3 earned when they were due and payable at least twice monthly.

4 i. Subclass 9. Termination Pay Subclass. All Class members who, within the
5 applicable limitations period, either voluntarily or involuntarily separated from their employment
6 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
7 termination.

8 j. Subclass 10. Expense Reimbursement Subclass. All Class members who
9 incurred necessary and reasonable expenses in connection with performing their job duties for
10 Defendants and who were subject to a policy and/or practice under which such expenses were not
11 reimbursed.

12 k. Subclass 11. UCL Subclass. All Class members who are owed restitution
13 as a result of Defendants' business acts and practices, to the extent such acts and practices are found
14 to be unlawful, deceptive, and/or unfair.

15 41. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify
16 the class description with greater particularity or to provide further division into subclasses or
17 limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class
18 against Defendants, the Class Period should be adjusted accordingly.

19 42. Defendants, as a matter of company policy, practice and procedure, and in violation
20 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements,
21 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged in
22 a practice whereby Defendants failed to correctly calculate and pay compensation for the time
23 worked by the Plaintiff and the other members of the Class, even though Defendants enjoyed the
24 benefit of this work, required Employees to perform this work and permitted or suffered to permit
25 this work. Defendants have uniformly denied these Class members wages to which these employees
26 are entitled, and failed to provide meal periods or authorize and permit rest periods, in order to
27 unfairly cheat the competition and unlawfully profit.

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1 43. This action has been brought and may properly be maintained as a class action under
2 the provisions of Code of Civil Procedure § 382 because there is a well-defined community of
3 interest in this litigation and the proposed Class is easily ascertainable from the employment records
4 for Plaintiff and the Class members that Defendants are required to maintain under California law.

5 **A. Numerosity**

6 44. The potential members of the class as defined are so numerous that joinder of all the
7 member of the class is impracticable. While the precise number of class member has not been
8 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
9 time period relevant to this lawsuit employed, at least hundreds of Employees who satisfy the Class
10 definition within the State of California. Plaintiff alleges that Defendants' employment records will
11 provide information as to the number and location of all Class members.

12 **B. Commonality**

13 45. There are questions of law and fact common to the Class that predominate over any
14 questions affecting only individual Class members. The common questions are numerous and
15 substantial and flow from Defendants' uniform policies and/or practices of violating the California
16 Labor Code addressed above. As such, these common questions predominate over individual
17 questions concerning each individual Class Member's showing as to his or her eligibility for
18 recovery or as to the amount of damages. These common questions of law and fact include:

- 19 a. Whether Defendants failed to pay Employees minimum wages;
- 20 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 21 c. Whether Defendants failed to pay Employees overtime as required under Labor
22 Code § 510;
- 23 d. Whether Defendants violated Labor Code § 1194 by failing to compensate all
24 Employees during the relevant time period for all hours worked, whether regular
25 or overtime;
- 26 e. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
27 IWC Wage Orders, by failing to provide Employees with requisite meal periods
28 or premium pay in lieu thereof;

- 1 f. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC
2 Wage Orders, by failing to authorize and permit Employees to take requisite rest
3 breaks or provide premium pay in lieu thereof;
- 4 g. Whether Defendants violated Labor Code § 226 and § 1174 and § 1198 and the
5 IWC Wage Orders by failing to maintain accurate records of Class members’
6 earned wages and work periods;
- 7 h. Whether Defendants violated Labor Code § 221;
- 8 i. Whether Defendants’ conduct was willful;
- 9 j. Whether Defendants violated Labor Code § 226(a) by providing Employees with
10 inaccurate wage statements;
- 11 k. Whether Defendants violated Labor Code § 204 by failing to pay Employees all
12 wages earned at least twice monthly;
- 13 l. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
14 wages and compensation due and owing at the time of termination of
15 employment;
- 16 m. Whether Defendants violated Labor Code § 2802 by failing to reimburse
17 Employees all necessary business expenses;
- 18 n. Whether Defendants violated Business and Professions Code § 17200 *et seq.*;
19 and
- 20 o. Whether Employees are entitled to equitable relief pursuant to Business and
21 Professions Code § 17200 *et seq.*

22 **C. Typicality**

23 46. The claims of the named plaintiff are typical of those of the other Employees. The
24 Employee Class members all sustained injuries and damages arising out of and caused by
25 Defendants’ common course of conduct and uniformly applied policies in violation of statutes, as
26 well as regulations, that have the force and effect of law, as alleged herein. Plaintiff’s claims for the
27 off-the-clock work and meal and rest violations she was required to endure are typical of those of
28 the other Class members.

1 **D. Adequacy of Representation**

2 47. Plaintiff will fairly and adequately represent and protect the interest of the Employee
3 Class members. Counsel who represents Plaintiff and the Employees in the Class are experienced
4 and competent in litigating employment class actions.

5 **E. Superiority of Class Action**

6 48. A class action is superior to other available means for the fair and efficient
7 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
8 questions of law and fact common to all Employees predominate over any questions affecting only
9 individual Employees. Each Employee in the Class has been damaged and is entitled to recovery by
10 reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

11 49. As to the issues raised in this case, a class action is superior to all other methods for
12 the fair and efficient adjudication of this controversy, as joinder of all Class members is
13 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class
14 members. Further, as the economic or other loss suffered by vast numbers of Class members may
15 be relatively small, the expense and burden of individual actions make it difficult for the Class
16 members to individually redress the wrongs they have suffered. Moreover, in the event
17 disgorgement is ordered, a class action is the only mechanism that will permit the employment of a
18 fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in
19 managing this case as a class action, and proceeding on a class-wide basis will permit Employees
20 to vindicate their rights for violations they endured which they would otherwise be foreclosed from
21 receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

22 50. Class action treatment will allow those persons similarly situated to litigate their
23 claims in the manner that is most efficient and economical for the parties and the judicial system.
24 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.
25 Plaintiff contemplates the eventual issuance of notice to the proposed Class members that would set
26 forth the subject and nature of the instant action. The Defendants' own business records can be
27 utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that
28 any further notice is required additional media and/or mailings can be used.

51. Defendants, as prospective and actual employers of the Employees in the Class, had a special fiduciary duty to disclose to prospective Class members the true facts surrounding Defendants' pay practices, policies and working conditions imposed upon the similarly situated Employees as well as the effect of any alleged arbitration agreements that may have been forced upon them. In addition, Defendants knew they possessed special knowledge about pay practices and policies, most notably intentionally refusing to pay for all hours actually worked which should have been recorded in Defendants' pay records and the consequence of the alleged arbitration agreements and policies and practices on the Employees and Class as a whole.

52. Plaintiff and the Employees in the Class did not discover the fact that they were entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there ever any discussion about Plaintiff's and the Class's waiver of their Constitutional rights of trial by jury, right to collectively organize and oppose unlawful pay practices under California law as well as obtain injunctive relief preventing such practices from continuing. As a result, the applicable statutes of limitation were tolled until such time as Plaintiff and the Class members discovered their claims.

FIRST CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(Against All Defendants)

53. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

54. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with off-the-clock work, including all the time required to remain on duty and under Defendants' control during meal and rest breaks and due to the chronic understaffing and heavy work demands placed upon them by Defendants' management and clients and by the unlawful deduction of hours. Defendants' uniformly applied policies required systematic off-the-clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. During the relevant time

1 period, Defendants thus regularly failed to pay minimum wages to Plaintiff and the Class members,
2 including by requiring systematic off-the-clock work. To the extent any local wage ordinances
3 were also applicable to paying the employees an hourly rate above the minimum wage rate,
4 Defendants failed to comply with the local wage ordinances. Defendants' uniform pattern of
5 unlawful wage and hour practices manifested, without limitation, applicable to the Class as a
6 whole, as a result of implementing a uniform policy and practice that denied accurate compensation
7 to Plaintiff and the other members of the Class as to minimum wage pay.

8 55. In California, employees must be paid at least the applicable state minimum wage
9 for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and
10 paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Also, pursuant to
11 California Labor Code § 204, other applicable laws and regulations, and public policy, an employer
12 must timely pay its employees for all hours worked. Defendants failed to do so.

13 56. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states:
14 "The minimum wage for employees fixed by the commission is the minimum wage to be paid to
15 employees, and the payment of a less wage than the minimum so fixed is unlawful." The applicable
16 minimum wage rate fixed by the commission for work during the relevant period is found in the
17 Wage Orders.

18 57. The minimum wage provisions of California Labor Code are enforceable by private
19 civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to
20 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
21 overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid
22 balance of the full amount of this minimum wage or overtime compensation, including interest
23 thereon, reasonable attorney's fees and costs of suit."

24 58. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
25 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
26 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
27 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
28 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in

1 the absence of a contractually agreed upon one.

2 59. In committing these violations of the California Labor Code, Defendants
3 inaccurately recorded, or required Plaintiff and the Class members to input times that did not reflect
4 their actual hours worked, or miscalculated hours or rates or otherwise underpaid the actual time
5 worked by Plaintiff and other members of the Class, including by requiring off-the-clock work as
6 addressed in detail above. Defendants acted in an illegal attempt to avoid the payment of all earned
7 wages, and other benefits in violation of the California Labor Code, the Industrial Welfare
8 Commission requirements and other applicable laws and regulations. As a result of these violations,
9 Defendants also failed to timely pay all wages earned in accordance with California Labor Code §
10 1194.

11 60. California Labor Code § 1194.2 also provides for the following remedies: “In any
12 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
13 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
14 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

15 61. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
16 1197.1, Plaintiff and Class members are entitled to recover a penalty of \$100.00 for the initial failure
17 to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each
18 employee minimum wages.

19 62. Pursuant to California Labor Code § 1194.2, Plaintiff and Class members are further
20 entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and interest
21 thereon.

22 63. Defendants have the ability to pay minimum wages for all time worked and have
23 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
24 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

25 64. Plaintiff and the Class members are entitled to recover the unpaid minimum wages
26 (including double minimum wages) and local wage ordinance wages and liquidated damages in an
27 amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s
28 fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other members

of the Class further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes. To the extent minimum wage compensation is determined to be owed to the Class members who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Class members. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional, and not in good faith. Further, Plaintiff and other Class members are entitled to seek and recover statutory costs.

SECOND CAUSE OF ACTION

FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510

(Against All Defendants)

65. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

66. California Labor Code § 1194 provides that "any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit." The action may be maintained directly against the employer in an employee's name without first filing a claim with the Division of Labor Standards and Enforcement.

67. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in

1 any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a
2 workweek.

3 68. Defendants had a consistent policy of not paying Employees wages for all hours
4 worked, including by requiring off-the-clock work, by unlawful deductions, by under-reporting
5 actual hours worked, and by requiring Employees to do so as well as addressed above. Defendants
6 also failed to pay overtime when it was incurred due to the off-the-clock work, as detailed above.

7 69. Defendants thus had a consistent policy of not paying Employees wages for all hours
8 worked, including hours at their required regular, overtime, and double-time rates. Defendants, and
9 each of them, have intentionally and improperly rounded, changed, adjusted and/or modified certain
10 employees' hours, including Plaintiff's, or required Plaintiff and the Class members to do so, or
11 otherwise caused them to work off-the-clock to avoid paying Plaintiff and the Class members all
12 earned and owed straight time and overtime wages and other benefits, in violation of the California
13 Labor Code, the California Code of Regulations and the IWC Wage Orders and guidelines set forth
14 by the Division of Labor Standards and Enforcement. Defendants have also violated these
15 provisions by requiring Plaintiff and other similarly situated non-exempt employees to work through
16 meal periods or remain under Defendants' control when they were required to be clocked out or to
17 otherwise work off-the-clock to complete their daily job duties and respond to demands from
18 customers and managers.

19 70. Therefore, Employees were not properly compensated, nor were they paid overtime
20 rates for hours worked in excess of eight hours in a given day, and/or forty hours in a given week.
21 Based on information and belief, Defendants did not make available to Employees a reasonable
22 protocol for correcting time records when Employees worked overtime hours or to fix incorrect time
23 entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants
24 have also violated these provisions by requiring Plaintiff and other similarly situated Class members
25 to work through meal periods when they were required to be clocked out or to otherwise work off-
26 the-clock to complete their daily job duties.

27 71. Defendants' failure to pay Plaintiff and the Class members the unpaid balance of
28 regular wages owed and overtime compensation for all hours worked, as required by California

1 law, violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable
2 IWC Wage Order, and is therefore unlawful. Defendants also failed to correctly calculate the
3 regular rate used to calculate and pay overtime, and meal and rest premiums, as addressed above.

4 72. Additionally, Labor Code § 558(a) provides “any employer or other person acting
5 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
6 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
7 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
8 pay period for which the employee was underpaid in addition to an amount sufficient to recover
9 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
10 employee for each pay period for which the employee was underpaid in addition to an amount
11 sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid
12 to the affected employee.” Labor Code § 558(c) states, “the civil penalties provided for in this
13 section are in addition to any other civil or criminal penalty provided by law.” Defendants have
14 violated provisions of the Labor Code regulating hours and days of work as well as the IWC Wage
15 Orders. Accordingly, Plaintiff and the Class members seek the remedies set forth in Labor Code §
16 558.

17 73. Defendants’ failure to pay compensation in a timely fashion also constituted a
18 violation of California Labor Code § 204, which requires that all wages shall be paid semimonthly.
19 From four (4) years prior to the filing of this lawsuit to the present, in direct violation of that
20 provision of the California Labor Code, Defendants have failed to pay all wages and overtime
21 compensation earned by Employees. Each such failure to make a timely payment of compensation
22 to Employees constitutes a separate violation of California Labor Code § 204.

23 74. Employees have been damaged by these violations of California Labor Code §§ 204
24 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under Labor
25 Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less than \$100
26 for causing Employees “to work for longer hours than those fixed, or under conditions of labor
27 prohibited by an order of the commission” or if the employer pays “a wage less than the minimum
28 fixed by an order of the commission” or “violates...any provision of this chapter or any order or

ruling of the commission.”

75. Consequently, pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation for all their hours worked, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes.

THIRD CAUSE OF ACTION

MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

76. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

77. Employees regularly worked shifts greater than five (5) hours and in some instances, greater than ten (10) hours. Pursuant to Labor Code § 512, and paragraph 11 of the applicable IWC Wage Order, an employer may not employ someone for a shift of more than five (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second meal period of not less than thirty (30) minutes.

78. Defendants failed to provide Employees with meal periods as required under the Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required to work or to otherwise remain under Defendants' control during meal periods, or Defendants provided them after Employees worked beyond the fifth hour of their shifts or Employees otherwise had them shortened and interrupted by work demands and requirements to perform off-the-clock work and remain under Defendants' control. Furthermore, upon information and belief, on the occasions when Employees worked more than ten hours in a given shift, they did so without receiving a second uninterrupted thirty-minute meal period as required by law.

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79. Defendants thus failed to provide Plaintiff and the Class members with meal periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order, including by not providing them with the opportunity to take meal breaks, by providing them late or for less than thirty minutes, or by requiring them to perform work during breaks.

80. Moreover, Defendants failed to compensate Employees for each meal period not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided. Defendants thus failed to compensate the Employees in the Class for each meal period not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order.

81. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Employees in the Class are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, a sum to be proven at trial, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code and other statutes and applicable IWC Wage Order paragraphs.

FOURTH CAUSE OF ACTION

REST-BREAK LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

82. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

83. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide that employers must authorize and permit all employees to take rest periods at the rate of ten minutes net rest time per four (4) work hours.

84. Employees consistently worked consecutive four hour shifts and were generally scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and permit

1 them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable IWC Wage
2 Order, Employees were entitled to paid rest breaks of not less than ten minutes for each consecutive
3 four hour shift, and Defendants failed to provide Employees with timely rest breaks of not less than
4 ten minutes for each consecutive four hour shift. Defendants made no effort to schedule or otherwise
5 authorize and permit Plaintiff and the Class members to take lawful rest breaks. Employees were
6 often required to work or to otherwise remain under Defendants' control during rest periods,
7 including by responding to work requirements, and had rest breaks provided untimely as a result of
8 the above described off-the-clock work.

9 85. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Orders
10 provide that if an employer fails to provide an employee rest period in accordance with this section,
11 the employer shall pay the employee one hour of pay at the employee's regular rate of compensation
12 for each workday that the rest period is not provided. Defendants failed to do so.

13 86. Defendants, and each of them, have therefore intentionally and improperly denied
14 rest periods to Plaintiff and the Class members in violation of Labor Code §§ 226.7 and 512 and
15 paragraph 12 of the applicable IWC Wage Orders.

16 87. Defendants failed to authorize and permit Plaintiff and the Class members to take
17 rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees
18 with an additional hour of pay at each Employee's hourly rate for each day that Defendants failed
19 to provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs 12
20 and 20 of the applicable IWC Wage Orders.

21 88. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the
22 applicable IWC Wage Orders, Employees are entitled to damages in an amount equal to one hour
23 of wages at their effective hourly rates of pay for each day worked without the required rest breaks,
24 a sum to be proven at trial, as well as the assessment of any statutory penalties against Defendants,
25 and each of them, in a sum as provided by the Labor Code and/or other statutes.

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FIFTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 221
(Against All Defendants)

89. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

90. Labor Code § 221 provides, "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay for all hours worked. Defendants failed to do so.

91. Defendants unlawfully received and/or collected wages from the Employees in the Class by requiring off-the-clock work, by miscalculating overtime, and not paying one hour of pay at the regular rate of compensation for every meal and rest period violation endured by Plaintiff and the other Class members, as alleged above. By not compensating Employees for all hours worked Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

92. As a direct and proximate cause of the unauthorized deductions, Employees have been damaged, in an amount to be determined at trial.

SIXTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)
(Against All Defendants)

93. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

94. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate; these statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid.

1 95. Defendants failed to provide Plaintiff and the similarly situated Employee Class
2 members with accurate itemized wage statements in writing, as required by the Labor Code and
3 paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements issued to
4 Employees by Defendants failed to accurately account for wages, overtime, and premium pay,
5 including for all overtime and double time hours worked and for deficient meal periods and rest
6 breaks, all of which Defendants knew or reasonably should have known were owed to the
7 Employees, as alleged above.

8 96. Throughout the liability period, Defendants intentionally failed to furnish to Plaintiff
9 and the Class members, upon each payment of wages, itemized statements accurately showing: (1)
10 gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units
11 earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net wages
12 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
13 employee and only the last four digits of his or her social security number or an employee
14 identification number other than a social security number, (8) the name and address of the legal
15 entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the
16 corresponding number of hours worked at each hourly rate by the employee pursuant to Labor Code
17 § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory requirements.
18 Defendants knowingly and intentionally failed to provide Plaintiff and the Class members with such
19 timely and accurate wage and hour statements.

20 97. Plaintiff and the Class members suffered injury as a result of Defendants' knowing
21 and intentional failure to provide them with the wage and hour statements as required by law and
22 are presumed to have suffered injury and entitled to penalties under Labor Code § 226(e), as the
23 Defendants have failed to provide an accurate wage statement, failed to provide accurate and
24 complete information as required by any one or more of items Labor Code § 226 (a)(1) to (9),
25 inclusive, and the Plaintiff and Class members cannot promptly and easily determine from the wage
26 statement alone one or more of the following: (i) The amount of the gross wages or net wages paid
27 to the employee during the pay period or any of the other information required to be provided on
28 the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a),

1 (ii) Which deductions the employer made from gross wages to determine the net wages paid to the
2 employee during the pay period, (iii) The name and address of the employer and, (iv) The name of
3 the employee and only the last four digits of his or her social security number or an employee
4 identification number other than a social security number. For purposes of Labor Code § 226(e)
5 “promptly and easily determine” means a reasonable person [i.e. an objective standard] would be
6 able to readily ascertain the information without reference to other documents or information.

7 98. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
8 are required “to pay each employee, on the established payday for the period involved, not less than
9 the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor Code §
10 1198, “[t]he employment of any employee for longer hours than those fixed by the order or under
11 conditions of labor prohibited by the order is unlawful.” Plaintiff and the Class members may
12 therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph 4(B) of
13 the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC
14 Wage Orders.

15 99. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code §
16 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the
17 Class suffered injuries, including among other things confusion over whether they received all
18 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing
19 them to make mathematical computations to analyze whether the wages paid in fact compensated
20 them correctly for all hours worked.

21 100. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable
22 IWC Wage Order, Plaintiff and the Employee Class members are entitled to recover the greater of
23 all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
24 one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate
25 penalty of four thousand dollars (\$4,000) under Section 226(e). They are also entitled to an award
26 of costs and reasonable attorneys’ fees.

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1 **SEVENTH CAUSE OF ACTION**

2 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS, LABOR CODE §§ 1174, 1174.5**

3 **(Against All Defendants)**

4 101. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
5 full herein.

6 102. California Labor Code § 1174 requires that all employers shall keep accurate time
7 and wage records for all employees. California Labor Code § 1174.5 further requires that any
8 employee suffering injury due to a willful violation of the aforementioned obligations may seek
9 damages, including civil penalties, from the employer.

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11 103. During the course of Plaintiff's and Employees' employment, Defendants
12 consistently failed to maintain accurate time and wage records for Plaintiff and Class Members as
13 required by California Labor Code § 1174 by failing to pay them proper wages, overtime, and
14 premium pay as discussed above and failing to document and pay for actual hours worked.

15 104. Defendants are also required by the California Labor Code § 1198 and the applicable
16 Wage Order to maintain a tracking system that accurately record Employees' hours worked.

17 105. Defendants have maintained a common unlawful policy and practice of failing to
18 accurately record all hours worked and all meal period start and end times and by adjusting or
19 otherwise rounding and shaving them down.

20 106. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
21 knew wages to be due but failed to pay them.

22 107. Accordingly, Defendants are liable for civil penalties pursuant to the California
23 Labor Code including § 1174.5, for the three years prior to the filing of this Complaint.

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EIGHTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 204
(Against All Defendants)

108. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

109. Labor Code § 204 instructs that: “All wages, ...earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.” Additionally, the requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.” As detailed above, Defendants maintained a consistently applied policy and practice of not paying all wages earned between the 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned between the 16th and the last day of the month between the 1st and 10th day of the following month. Defendants similarly failed to pay all wages earned by not more than seven calendar days following the close of the payroll period.

110. All wages due and owing to Plaintiff and the Class members, including as required under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages required by Labor Code § 1194 and other sections became due and payable to each employee in each pay period that he or she was not provided with a meal period or rest period or paid straight or overtime wages to which he or she was entitled.

111. Defendants violated Labor Code § 204 by systematically refusing to timely pay wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers are required “to pay each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer

1 hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”
2 Plaintiff and the Class members may therefore pursue damages and penalties for violations of Labor
3 Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under
4 paragraph 20 of the applicable IWC Wage Orders.

5 112. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to
6 represent have been deprived of wages in amounts to be determined at trial, and they are entitled to
7 recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs, pursuant to
8 Labor Code § 204, 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the applicable IWC
9 Wage Orders.

10 **NINTH CAUSE OF ACTION**
11 **VIOLATION OF LABOR CODE § 203**
12 **(Against All Defendants)**

13 113. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
14 full herein.

15 114. Plaintiff and numerous Class members are no longer employed by Defendants; they
16 either quit Defendants’ employ or were fired therefrom.

17 115. Defendants failed to pay these Employees all wages due and certain at the time of
18 termination or within seventy-two hours of resignation.

19 116. The wages withheld from these Employees by Defendants remained due and owing
20 for more than thirty days from the date of separation from employment.

21 117. Defendants thus failed to pay Plaintiff and the Class members without abatement, all
22 wages as defined by applicable California law. Among other things, these Employees were not paid
23 all regular and overtime wages, including by Defendants failing to pay for all hours worked or
24 requiring off-the-clock work or by unlawfully under-recording time entries to the detriment of
25 Employees, and Defendants failed to pay premium wages owed for unprovided meal periods and
26 rest periods, as further detailed in this Complaint. Defendants’ failure to pay said wages within the
27 required time was willful within the meaning of Labor Code § 203.

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118. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers are required “to pay each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Plaintiff and the Class members may therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC Wage Orders. Additionally, under Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less than \$100 for causing Employees “to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission” or if the employer pays “a wage less than the minimum fixed by an order of the commission” or “violates...any provision of this chapter or any order or ruling of the commission.”

119. Defendants’ failure to pay wages, as alleged, entitles Plaintiff and these former Employee Class members to penalties under Labor Code § 203 and the applicable paragraphs of the IWC Wage Orders as addressed above, including the requirement that an employee’s wages shall continue until paid for up to thirty (30) days from the date they were due.

TENTH CAUSE OF ACTION

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES LABOR CODE § 2802

(Against All Defendants)

120. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in full herein.

121. Plaintiff is informed and believes and based thereon alleges that throughout the period applicable, Defendants required Plaintiff and the Class members to pay for necessary work related expenses they incurred. These included the cell phone-related expenses Plaintiff incurred in responding to work communications from supervisors and tools such as a thermometer and blood pressure cuff. Plaintiff and the Class members must be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants failed to do so.

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122. Defendants thus followed a uniform policy and practice of failing to reimburse Employees for these necessary work related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

123. Defendants' knowing and willful failure to reimburse lawful necessary work related expenses and losses to Plaintiff and the Class members resulted in damages because, among other things, Defendants did not inform employees of their right to be reimbursed for those work related expenses. As Defendants failed to inform and misled Plaintiff and the Class members with regard to their rights, Plaintiff and the Class members were led to believe that incurring those lawful and necessary expenses was an expected and essential function of their employment with Defendants and that failure to incur those expenses would have adverse consequences on their employment.

124. Therefore, Plaintiff and the Class members are entitled to reimbursement for any and all necessary work related expenses, as provided for in Labor Code § 2802(b) and paragraph 9 of the applicable IWC Wage Orders, incurred during the direct discharge of their duties while employed by Defendants, as well as accrued interest on those expenses that were not reimbursed from the date Plaintiff and the Class members incurred those expenses. Further, Plaintiff and the Class members are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

ELEVENTH CAUSE OF ACTION

VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.*

(Against All Defendants)

125. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein. Plaintiff, on behalf of herself, the Employees in the Class, and the general public, brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

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126. Plaintiff is a "person" within the meaning of Business & Professions Code

1 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
2 relief, restitution, and other appropriate equitable relief.

3 127. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
4 practices. By the conduct alleged herein, Defendants' practices were deceptive and fraudulent in
5 that Defendants' policy and practice failed to provide the required amount of compensation for
6 missed meal and rest breaks, and failed to adequately compensate Plaintiff and Class members for
7 all hours worked, due to systematic business practices as alleged herein that cannot be justified,
8 pursuant to the applicable California Labor Code and Industrial Welfare Commission requirements
9 in violation of California Business and Professions Code §§ 17200, *et seq.*, and for which this Court
10 should issue injunctive and equitable relief, pursuant to California Business & Professions Code §
11 17203, including restitution of wages wrongfully withheld.

12 128. Wage-and-hour laws express fundamental public policies. Paying employees their
13 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental public
14 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
15 to enforce minimum labor standards, to ensure that employees are not required or permitted to work
16 under substandard and unlawful conditions, and to protect law-abiding employers and their
17 employees from competitors who lower costs to themselves by failing to comply with minimum
18 labor standards.

19 129. Defendants have violated statutes and public policies. Through the conduct alleged
20 in this Complaint Defendants have acted contrary to these public policies, have violated specific
21 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
22 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff,
23 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
24 guaranteed to all employees under the law.

25 130. Defendants' conduct, as alleged above, constitutes unfair competition in violation
26 of the Business & Professions Code § 17200 *et seq.*

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28 131. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and

overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise of reasonable care should have known that their conduct was unlawful; therefore their conduct violates the Business & Professions Code § 17200 *et seq.*

132. By the conduct alleged herein, Defendants have engaged and continue to engage in a business practice which violates California and federal law, including but not limited to, the applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this Court should issue declaratory and other equitable relief pursuant to California Business & Professions Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

133. As a proximate result of the above-mentioned acts of Defendants, Employees have been damaged, in a sum to be proven at trial.

134. Unless restrained by this Court Defendants will continue to engage in such unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice prohibited by the Business & Professions Code, including but not limited to the disgorgement of such profits as may be necessary to restore Employees to the money Defendants have unlawfully failed to pay.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of all unpaid wages, including overtime and double-time pay, as may be proven;

1 5. For compensatory damages in the amount of the hourly wage made by Employees
2 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
3 years prior to the filing of this action, as may be proven;

4 6. For compensatory damages in the amount of the hourly wage made by Employees
5 for each day requisite rest breaks were not provided or were deficiently provided where no premium
6 pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;

7 7. For restitution and/or damages for all amounts unlawfully withheld from the wages
8 for all class members in violation of Labor Code § 221, as may be proven;

9 8. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

10 9. For penalties pursuant to Labor Code § 1174.5, as may be proven;

11 10. For restitution and/or damages and penalties for Defendants' failure to pay all wages
12 due twice monthly under Labor Code § 204, as may be proven;

13 11. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired
14 in an amount equal to their daily wage times thirty (30) days, as may be proven;

15 12. For damages and restitution for failure to reimburse all reasonable and necessary
16 business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;

17 13. For restitution for unfair competition pursuant to Business & Professions Code
18 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

19 14. For an order enjoining Defendants and their agents, servants, and employees, and all
20 persons acting under, in concert with, or for them, from acting in derogation of any rights or duties
21 adumbrated in this Complaint;

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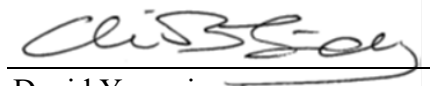
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15. For other wages and penalties under the Labor Code as may be proven;
16. For all general, special, and incidental damages as may be proven;
17. For an award of pre-judgment and post-judgment interest;
18. For an award providing for the payment of the costs of this suit;
19. For an award of attorneys' fees; and
20. For such other and further relief as this Court may deem proper and just.

Dated: July 28, 2025

D.LAW, INC.

By:



David Yeremian

Alvin Lindsay

William Tran

Attorneys for Markus Moss and all others
similarly situated

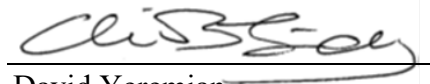
DEMAND FOR JURY TRIAL

Plaintiff Markus Moss hereby demands trial of his claims by jury to the extent authorized by law.

Dated: July 28, 2025

D.LAW, INC.

By:



David Yeremian

Alvin Lindsay

William Tran

Attorneys for Markus Moss and all others
similarly situated