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on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

LOUIS VARGAS, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

ANDY GUMP, INC., a California corporation;
and DOES 1 to 100, Inclusive,

Defendants.

Case No.: **23STCV04284**

CLASS ACTION

**PLAINTIFF LOUIS VARGAS’
COMPLAINT FOR DAMAGES AND
RESTITUTION AND FOR:**

- 1. FAILURE TO PAY WAGES FOR ALL HOURS OF WORK AT THE LEGAL MINIMUM WAGE RATE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197**
- 2. FAILURE TO PAY PROPER OVERTIME WAGES FOR DAILY OVERTIME WORKED, ALL HOURS WORKED, AND FAILURE TO INCLUDE ADDITIONAL REMUNERATION WHEN CALCULATING OVERTIME WAGES IN VIOLATION OF LABOR CODE SECTIONS 510, 1194, AND 1198**
- 3. FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF LABOR CODE SECTIONS 512 AND 226.7**
- 4. FAILURE TO AUTHORIZE OR PERMIT REST PERIODS IN VIOLATION OF LABOR CODE SECTION 226.7**

5. **FAILURE TO PAY ALL ACCRUED AND VESTED VACATION/PTO WAGES IN VIOLATION OF LABOR CODE SECTION 227.3**
6. **FAILURE TO PROVIDE SICK PAY IN VIOLATION OF LABOR CODE SECTION 246**
7. **FAILURE TO INDEMNIFY EMPLOYEES FOR EMPLOYMENT-RELATED LOSSES AND EXPENDITURES IN VIOLATION OF LABOR CODE SECTION 2802**
8. **FAILURE TO TIMELY PAY EARNED WAGES DURING EMPLOYMENT IN VIOLATION OF LABOR CODE SECTION 204**
9. **FAILURE TO TIMELY PAY ALL EARNED WAGES AND FINAL PAYCHECKS DUE AT TIME OF SEPARATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**
10. **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226**
11. **UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200, *et seq.***

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff LOUIS VARGAS (“Plaintiff”), who alleges and complains against Defendants ANDY GUMP, INC. a California corporation (“Defendant ANDY GUMP”), and DOES 1 to 100, inclusive (collectively “Defendants”) as follows:

1
2 **I. INTRODUCTION**

3 1. This is a wage and hour class action lawsuit on behalf of Plaintiff and other current
4 and former non-exempt employees of Defendants in California seeking within the applicable statute
5 of limitations periods: failure to pay wages for all hours worked at minimum wage and all overtime
6 hours worked at the overtime rate of pay; failure to pay overtime at the proper overtime rate by failing
7 to include all remuneration in calculating the regular rate of pay for purposes of paying overtime;
8 failure to authorize or permit all legally required and compliant meal periods and/or pay meal period
9 premium wages; failure to authorize or permit all legally required and compliant rest periods and/or
10 pay rest period premium wages; failure to pay accrued and vested vacation/PTO wages; failure to
11 provide sick pay; failure to indemnify all necessary expenditures or losses incurred by employees in
12 direct consequence of discharging their duties; statutory penalties for failure to timely pay earned
13 wages during employment; statutory waiting time penalties in the form of continuation wages for
14 failure to timely pay employees all wages due upon separation of employment; statutory penalties for
15 failure to provide accurate wage statements; injunctive relief and other equitable relief, reasonable
16 attorney's fees pursuant to Labor Code sections 218.5, 226(e), 1194, costs, interest, and liquidated
17 damages, brought on behalf of Plaintiff and others similarly situated.

18 **II. JURISDICTION AND VENUE**

19 2. This Court has jurisdiction over Plaintiff's and putative class members' claims for
20 failure to pay wages for all hours worked at minimum wage and overtime hours worked at the
21 overtime rate of pay due; failure to pay overtime at the proper overtime rate by failing to include all
22 remuneration in calculating the regular rate of pay for purposes of paying overtime; failure to
23 authorize or permit all legally required and compliant meal periods and/or pay meal period premium
24 wages; failure to authorize or permit all legally required and compliant rest periods and/or pay rest
25 period premium wages; failure to pay accrued and vested vacation/PTO wages; failure to provide sick
26 pay; failure to indemnify all necessary expenditures or losses incurred by employees in direct
27 consequence of discharging their duties; statutory penalties for failure to timely pay earned wages
28 during employment; statutory waiting time penalties in the form of continuation wages for failure to

1 timely pay employees all wages due upon separation of employment; statutory penalties for failure to
2 provide accurate wage statements; and claims for injunctive relief and restitution under California
3 Business and Professions Code sections 17200, *et seq.*, for the following reasons: Defendants operate
4 throughout California; Defendants employed Plaintiff and putative class members in locations
5 throughout California, including but not limited to Los Angeles County, at 26410 Summit Circle,
6 Santa Clarita, California 91351; more than two-thirds of putative class members are California
7 citizens; the principal violations of California law occurred in California; no other class actions have
8 been filed against Defendants in the last four (4) years alleging wage and hour violations; the conduct
9 of Defendants forms a significant basis for Plaintiff's and putative class members' claims; and
10 Plaintiff and putative class members seek significant relief from Defendants.

11 **III. PARTIES**

12 3. Plaintiff brings this action on behalf of himself and other members of the general
13 public similarly-situated. The named Plaintiff and the class of persons on whose behalf this action is
14 filed are current, former and/or future employees of Defendants who work as hourly non-exempt
15 employees. At all times mentioned herein, the currently named Plaintiff is and was a resident of
16 California and were employed by Defendants within the four years prior to the filing of the Complaint.

17 4. Defendants employed Plaintiff as an hourly non-exempt employee from in or around
18 November 10, 2019 to and including on or about March 5, 2022.

19 5. Plaintiff is informed and believes, and on that basis alleges that Defendants employed
20 Plaintiff and other hourly non-exempt employees throughout the State of California and therefore its
21 conduct forms a significant basis of the claims asserted in this matter.

22 6. Plaintiff is informed and believes and thereon alleges that Defendant ANDY GUMP
23 and DOES 1-25 are authorized to do business within the State of California and are doing business in
24 the State of California and/or that Defendants DOES 1-25 are, and at all times relevant hereto were
25 persons acting on behalf of Defendants in the establishment of, or ratification of, the aforementioned
26 illegal wage and hour practices or policies. Defendant ANDY GUMP and DOES 1-25 operate in Los
27 Angeles County and employed Plaintiff and other putative class members in Los Angeles County at
28 its business located at 26410 Summit Circle, Santa Clarita, California 91351.

1 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 26-100
2 are individuals unknown to Plaintiff. Each individual Defendant is sued individually in his or her
3 capacity as an agent, shareholder, owner, representative, manager, supervisor, independent contractor
4 and/or employee of each Defendant and participated in the establishment of, or ratification of, the
5 aforementioned illegal wage and hour practices or policies.

6 8. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
7 sues said Defendants by said fictitious names, and will amend this Complaint when the true names
8 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted
9 by law or by the Court. Plaintiff is informed and believes that each of the fictitiously named
10 Defendants is in some manner responsible for the events and allegations set forth in this Complaint.

11 9. Plaintiff is informed, believes, and thereon alleges that at all relevant times, each
12 Defendant was an employer, was the principal, agent, partner, joint venturer, officer, director,
13 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
14 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
15 the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all
16 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this
17 Complaint. Plaintiff is further informed and believes and thereon alleges that each Defendant acted
18 pursuant to and within the scope of the relationships alleged above, and that at all relevant times, each
19 Defendant knew or should have known about, authorized, ratified, adopted, approved, controlled,
20 aided and abetted the conduct of all other defendants. As used in this Complaint, "Defendants" means
21 "Defendants and each of them," and refers to the Defendants named in the particular cause of action
22 in which the word appears and includes Defendant ANDY GUMP and DOES 1 to 100, inclusive.

23 10. At all times mentioned herein, each Defendant was the co-conspirator, agent, servant,
24 employee, and/or joint venturer of each of the other Defendants and was acting within the course and
25 scope of said conspiracy, agency, employment, and/or joint venture and with the permission and
26 consent of each of the other Defendants.

27 11. Plaintiff makes the allegations in this Complaint without any admission that, as to any
28 particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff

1 reserves all of Plaintiff rights to plead in the alternative.

2 **IV. DESCRIPTION OF ILLEGAL PAY PRACTICES**

3 12. Pursuant to Industrial Welfare Commission (“IWC”) Wage Order 4 (“Wage Order”),
4 codified at California Code of Regulations title 8, section 11010, Defendants are employers of
5 Plaintiff within the meaning of Wage Order 1 and section 18 of the California Labor Code. Therefore,
6 each of these Defendants is jointly and severally liable for the wrongs complained of herein in
7 violation of the Wage Order and the California Labor Code.

8 13. **Failure to pay wages for all hours worked at the legal minimum wage:** Defendants
9 employed many of their employees, including Plaintiff, as hourly non-exempt employees. In
10 California, an employer is required to pay hourly employees for all “hours worked” at least the
11 minimum wage rate of pay which includes all time that an employee is under the control of the
12 employer and all time the employee is suffered and permitted to work as established by the Industrial
13 Welfare Commission (“IWC”) and the Wage Orders. This includes the time an employee spends,
14 either directly or indirectly, performing services which inure to the benefit of the employer.

15 14. Plaintiff and similarly situated hourly non-exempt employees worked more minutes
16 per shift than Defendants credited them with having worked. Defendants failed to pay Plaintiff and
17 similarly situated employees all wages at the applicable minimum wage for all hours worked due to
18 Defendants’ policies, practices, and/or procedures including, but not limited to:

19 (a) During certain pay periods, “rounding down” or “shaving down” Plaintiff’s
20 and similarly situated employees’ punches to the nearest quarter of an hour to the benefit of
21 Defendants without paying Plaintiff and similarly situated employees for this time.

22 15. Defendants suffered, permitted, and required their hourly non-exempt employees to
23 be subject to Defendants’ control without paying wages for that time. This resulted in Plaintiff and
24 similarly situated employees working time for which they were not compensated any wages, in
25 violation of Labor Code sections 1194, 1197, and the Wage Orders.

26 16. **Failure to pay overtime wages due to rounding down hours worked to the nearest**
27 **quarter hour.** Defendants employed many of their employees, including Plaintiff, as non-exempt,
28 hourly employees. In California, an employer is required to pay hourly employees for all “hours

1 worked,” which includes all time that an employee is under control of the employer and all time the
2 employee is suffered and permitted to work. This includes the time an employee spends, either
3 directly or indirectly, performing services that inure to the benefit of the employer.

4 17. California Labor Code Sections 510 and 1194 require an employer to compensate
5 employees a higher rate of pay for hours worked in excess of 8 hours in a workday, 40 hours in a
6 workweek, and on any seventh consecutive day of work in a workweek:

7 Any work in excess of eight hours in one workday and any work in excess of 40 hours
8 in any one workweek and the first eight hours worked on the seventh day of work in
9 any one workweek shall be compensated at the rate of no less than one and one-half
10 times the regular rate of pay for an employee. Any work in excess of 12 hours in one
11 day shall be compensated at the rate of no less than twice the regular rate of pay for an
12 employee. In addition, any work in excess of eight hours on any seventh day of a
13 workweek shall be compensated at the rate of no less than twice the regular rate of pay
14 of an employee.

15 (Lab. Code §510.)

16 18. In this case, Defendants “rounded” down or “shaved” Plaintiff and similarly situated
17 employees’ total daily hours worked to the nearest quarter of an hour at the clock-in and clock-out
18 times, to the benefit of Defendants. This occurred on days where Plaintiff and similarly situated
19 employees worked at least 8 hours or in workweeks where Plaintiff and similarly situated employees
20 worked at least 40 hours. This resulted in Defendants failing to pay Plaintiff and similarly situated
21 employees at their overtime rate of pay for this time.

22 19. **Failure to pay overtime at the proper overtime rate by failing to include all**
23 **remuneration in calculating the regular rate of pay for purposes of paying overtime:** Defendants
24 employ hourly non-exempt employees, including Plaintiff and others similarly situated, with a
25 compensation structure that includes additional remuneration, including an additional “Bonus”.

26 20. California Labor Code sections 510 and 1194 require an employer to compensate
27 employees a higher rate of pay for hours worked in excess of eight hours in a workday:

28 Any work in excess of eight hours in one workday and any work in excess of 40 hours
in any one workweek and the first eight hours worked on the seventh day of work in
any one workweek shall be compensated at the rate of no less than one and one-half
times the regular rate of pay for an employee. Any work in excess of 12 hours in one
day shall be compensated at the rate of no less than twice the regular rate of pay for
an employee. In addition, any work in excess of eight hours on any seventh day of a

workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

(Cal. Lab. Code §510.)

21. Regarding the “regular rate,” overtime is based upon an employee’s regular rate of pay. “The regular rate at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf, of the employee.” See Division of Labor Standards Enforcement – Enforcement Policies and Interpretations Manual, Section 49.1.2.

22. At times, Plaintiff and similarly situated employees worked overtime hours under state law during pay periods that they earned the additional “Bonus”. Despite the fact that California law requires employers to include all remuneration as part of the regular rate of pay for determining overtime premium pay, Defendants entirely excluded Plaintiff’s and similarly situated hourly non-exempt employees’ additional “Bonus” in calculating those employees’ overtime rate of pay.

23. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiff and other similarly situated hourly non-exempt employees working hours in excess of eight hours in a workday and/or 40 hours in a workweek and Defendants paying them less overtime than they earned pursuant to California law.

24. **Failure to authorize or permit all legally required and compliant meal periods and/or failure to pay meal period premium wages and/or pay meal period premium wages at employees’ regular rate of pay:** Defendants often employed hourly non-exempt employees, including the named Plaintiff and similarly situated employees, for shifts longer than five (5) hours in length and shifts longer than ten (10) hours in length.

25. California law requires an employer to authorize or permit an uninterrupted meal period of no less than thirty (30) minutes no later than the end of the employee’s fifth hour of work and a second meal period no later than the employee’s tenth hour of work. (Labor Code section 512; Wage Order 4 at §11). If the employee is not relieved of all duties during a meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal period is only permitted when (1) the nature of the work prevents an employee from being relieved of all duty and (2) the parties have a written agreement agreeing to on-duty meal periods. If

1 the employee is not free to leave the work premises or worksite during the meal period, even if the
2 employee is relieved of all other duty during the meal period, the employee is subject to the
3 employer's control and the meal period is counted as time worked. If an employer fails to provide an
4 employee a meal period in accordance with the law, the employer must pay the employee one (1)
5 hour of pay at the employee's regular rate of pay for each workday that a legally required and
6 compliant meal period was not provided. Labor Code section 226.7; Wage Order 4 at §11.

7 26. In this case, Plaintiff and similarly situated employees worked shifts long enough to
8 entitle them to meal periods under California law. Nevertheless, Defendants employed policies,
9 practices, and/or procedures that resulted in their failure to authorize or permit meal periods to
10 Plaintiff and similarly situated employees of not less than thirty (30) minutes for each five-hour period
11 of work as required by law.

12 27. Specifically, during certain pay periods, Defendants "rounded down" or "shaved
13 down" Plaintiff's and similarly situated employees' punches to the nearest quarter of an hour at the
14 time they clocked in and out for meal periods resulting in meal periods of less than 30 minutes.

15 28. Defendants' foregoing policies, practices, and/or procedures cut into Plaintiff's and
16 similarly situated employees' meal periods rendering them less than 30 minutes and resulting in
17 Defendants' failure to provide meal periods of at least 30 minutes.

18 29. Additionally, Defendants failed to pay Plaintiff and similarly situated employees a
19 meal period premium wage of one (1) additional hour of pay at their regular rate of compensation for
20 each workday the employees did not receive all legally required and/or compliant meal periods.
21 Defendants employed policies and procedures which ensured that employees did not receive any meal
22 period premium wages to compensate them for workdays in which they did not receive all legally
23 required and/or compliant meal periods.

24 30. During pay periods Defendants paid Plaintiffs and similarly situated employees
25 additional "Bonus" and meal period premium wages for missed, late, short, or interrupted meal
26 periods, Defendants failed to pay the meal period premium wages at one (1) hour of pay at Plaintiff's
27 and similarly situated employees' regular rate of pay due to Defendants' failure to include the
28 additional "Bonus" when calculating Plaintiff's and similarly situated employees regular rate of pay

1 for the purpose of paying premium wages.

2 31. The aforementioned policies, practices, and/or procedures of Defendants resulted in
3 Plaintiff and similarly situated employees not being provided with all legally required and/or
4 compliant meal periods and/or not receiving premium wages to compensate them for such instances,
5 all in violation of California law.

6 32. **Failure to authorize and permit all legally required and compliant rest periods**
7 **and/or failure to pay rest period premiums:** Defendants often employed non-exempt employees,
8 including the named Plaintiff and similarly situated employees, for shifts of more than three-and-a-
9 half (3.5) hours.

10 33. California law requires every employer to authorize and permit an employee a rest
11 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
12 section 226.7; Wage Order 4 at §12. If the employer fails to authorize or permit a required rest period,
13 the employer must pay the employee one (1) hour of pay at the employee's regular rate of
14 compensation for each workday the employer did not authorize or permit a legally required rest
15 period. *Id.* Under California law, "[e]mployees are entitled to 10 minutes' rest for shifts from three
16 and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30
17 minutes for shifts of more than 10 hours up to 14 hours, and so on." (*Brinker Restaurant Corp. v. Sup.*
18 *Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7; Wage Order 4 at §12).
19 Rest periods, insofar as practicable, shall be in the middle of each work period. (Wage Order 4 at
20 §12). Additionally, the rest period requirement "obligates employers to permit – and authorizes
21 employees to take – off-duty rest periods." (*Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th
22 257, 269). That is, during rest periods employers must relieve employees of all duties and relinquish
23 control over how employees spend their time. *Id.*

24 34. In this case, Plaintiff and similarly situated employees regularly worked shifts of more
25 than three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices, and/or
26 procedures that resulted in their failure to authorize or permit all legally required and/or compliant
27 rest periods to Plaintiff and similarly situated employee by failing to provide duty-free rest periods of
28 a net 10-minutues for every four hours worked or major fraction thereof.

1 35. Additionally, Defendants failed to pay Plaintiff and similarly situated employees a rest
2 period premium wage of one (1) additional hour of pay at their regular rate of compensation for each
3 workday the employees did not receive all legally required and/or legally compliant rest periods.
4 Defendants employed policies and procedures which ensured that employees did not receive any rest
5 period premium wages to compensate them for workdays in which they did not receive all legally
6 required and compliant rest periods.

7 36. The aforementioned policies, practices, and/or procedures of Defendants resulted in
8 Plaintiff and similarly situated employees not being provided with all legally required and compliant
9 rest periods and/or not receiving premium wages to compensate them for such instances, all in
10 violation of California law.

11 37. **Failure to pay accrued and vested vacation wages:** Defendants had a policy and/or
12 procedure of providing its employees with paid vacation time and/or personal time off
13 (“Vacation/PTO”).

14 38. Vacation/PTO wages are deferred wages that vest once accrued. California Labor
15 Code § 227.3 provides that an employer must pay its employees all unused vested vacation/PTO at
16 the time of termination at the employees’ final rate of pay.

17 39. Defendants had a vacation policy in which Plaintiff and other similarly situated
18 employees accrued vacation/PTO wages.

19 40. Defendants terminated Plaintiff and other similarly situated employees without paying
20 them the full amount of their earned vacation/PTO wages, in violation of California law, and
21 employed policies and procedures which ensured Plaintiff and those similarly situated would not
22 receive their accrued and vested vacation/PTO wages upon termination.

23 41. **Failure to pay sick pay at the proper rate:** Defendants failure to pay sick pay to
24 Plaintiff and similarly situated employees at the correct rate. Plaintiff received compensation in
25 addition to hourly wages, but those additional amounts were not included when calculating sick pay
26 wages. Instead, Defendants paid Plaintiff and similarly situated employees at their base hourly rate
27 of pay.

28 42. **Failure to indemnify employees for losses and expenditures incurred as part of**

1 **their employment:** Labor Code section 2802(a) states that “[a]n employer shall indemnify his or her
2 employee for all necessary expenditures or losses incurred by the employee in direct consequence of
3 the discharge of his or her duties, or of his or her obedience to the directions of the employer...” An
4 employer is prohibited from passing the ordinary business expenses and losses of the employer onto
5 the employee. (Labor Code section 2802).

6 43. Defendants employed policies, practices, and/or procedures of impermissibly passing
7 business-related expenses to Plaintiffs and similarly situated employees.

8 44. The costs incurred by Plaintiff and similarly situated employees to pay for their own
9 mandatory compliance with Defendants’ policies, practices, and/or procedures were significant as a
10 result of their employment with Defendants.

11 45. Defendants employed policies and procedures which ensured Plaintiff and similarly
12 situated employees would not receive indemnification for the necessary expenditures incurred as a
13 result of their employment with Defendants.

14 46. Defendants’ policies, practices, and/or procedures resulted in Plaintiffs and similarly
15 situated California-based employees not receiving indemnification for employment-related
16 expenditures, in violation of Labor Code section 2802.

17 47. **Failure to timely pay earned wages during employment:** In California, wages must
18 be paid at least twice during each calendar month on days designated in advance by the employer as
19 regular paydays, subject to some exceptions. Labor Code §204(a). Wages earned between the 1st and
20 15th days, inclusive, of any calendar month must be paid between the 16th and the 26th day of that
21 month and wages earned between the 16th and the last day, inclusive, of any calendar month must be
22 paid between the 1st and 10th day of the following month. *Id.* Other payroll periods such as those that
23 are weekly, biweekly, or semimonthly, must be paid within seven (7) calendar days following the
24 close of the payroll period in which wages were earned. Labor Code §204(d).

25 48. As a derivative of Plaintiff’s claims above, Plaintiff alleges that Defendants failed to
26 timely pay Plaintiff’s and similarly situated employees’ earned wages (including minimum wages,
27 overtime wages, overtime wages at the proper overtime rate, meal period premium wages, meal period
28 premium wages at the regular rate of pay, rest period premium wages, and/or rest period premium

1 wages at the regular rate of pay, vacation/PTO pay, sick pay, and reimbursement pay), in violation of
2 Labor Code section 204.

3 49. Defendants' aforementioned policies, practices, and/or procedures resulted in their
4 failure to pay Plaintiff and similarly situated employees their earned wages within the applicable time
5 frames outlined in Labor Code section 204.

6 50. **Failure to timely pay all wages due at the time of termination/resignation:** An
7 employer is required to pay all unpaid wages timely after an employee's employment ends. The wages
8 are due immediately upon termination (California Labor Code section 201) or within 72 hours of
9 resignation (California Labor Code section 202).

10 51. As a result of the aforementioned violations of the Labor Code, Plaintiff alleges that
11 he, and other similarly situated employees, were not paid their final wages in a timely manner as
12 required by Labor Code section 203. Minimum wages for all hours worked, overtime wages for
13 overtime hours worked and overtime wages at the proper overtime rate, meal period premium wages,
14 meal period premium wages at the regular rate of pay, rest period premium wages, rest period
15 premium wages at the regular rate of pay, all accrued and vested vacation/PTO wages, sick pay, and
16 reimbursement pay, were not paid at the time of Plaintiff's and other similarly situated employees'
17 separation of employment, whether voluntarily or involuntarily, as required by Labor Code sections
18 201, 202, and 203.

19 52. **Failure to provide accurate wage statements:** California Labor Code section 226(a)
20 provides (inter alia) that, upon paying an employee his or her wages, the employer must "furnish each
21 of his or her employees ... an itemized statement in writing showing: (1) gross wages earned, (2) total
22 hours worked by the employee, except for any employee whose compensation is solely based on a
23 salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any
24 applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and
25 any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided,
26 that all deductions made on written orders of the employee may be aggregated and shown as one item,
27 (5) net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
28 name of the employee and his or her social security number, (8) the name and address of the legal

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

53. Defendants failed to provide accurate and complete wage statements to Plaintiff and similarly situated employees. Defendants provided to employees wage statements which were inadequate as a result of the aforementioned conduct (i.e., failure to pay all minimum wage and overtime for all hours worked and/or overtime premium wages; failure to pay meal and rest period premiums; failure to pay vacation/PTO; failure to pay sick pay; failure to pay reimbursement pay), the wage statements inaccurately stated: the gross wages earned, total hours worked by the employee, the net wages earned, and applicable hourly rates in effect in a pay period with corresponding number of hours worked.

54. Defendants applied these policies and procedures to Plaintiff and other similarly situated employees which resulted in Defendants failing to provide complete and accurate wage statements to non-exempt employees in compliance with Labor Code section 226, subdivision (a).

V. CLASS DEFINITIONS AND CLASS ALLEGATIONS

55. Plaintiff brings this action on behalf of himself, on behalf of all others similarly situated, and on behalf of the General Public, and as a member of a Class defined as follows:

A. **Minimum Wage Class:** All current and former hourly non-exempt employees employed by Defendants in California at any time within the four years prior to the filing of the initial Complaint in this action and through the date notice is mailed to a certified class who were not paid at least at minimum wage for all time they were subject to Defendants’ control.

B. **Overtime Class:** All current and former hourly non-exempt employees employed by Defendants in California at any time within the four years prior to the filing of the initial Complaint in this action and through the date notice is mailed to a certified class who worked more than eight hours in a in a workday or 40 hours in a workweek and to whom Defendants did not pay all overtime wages owed.

C. **Regular Rate Class:** All current and former non-exempt employees employed by Defendants in California at any time within the four years prior to the filing of the initial complaint in this action and through the date notice is mailed to a certified class, who earned commissions,

bonuses, service charges, shift-differential pay or other non-hourly compensation which were not included in calculating the overtime pay earned during pay periods the employees earned the bonuses and worked in excess of 8 hours in a workday, 40 hours in a workweek, or on a seventh consecutive day of work in a workweek.

D. **Meal Period Class:** All current and former hourly non-exempt employees employed by Defendants in California at any time within the four years prior to the filing of the initial Complaint in this action and through the date notice is mailed to a certified class who worked more than 5 hours during a workday and did not receive wages to compensate them for missed meal periods, late meal periods, interrupted meal periods, meal periods taken onsite and/or short meal periods.

E. **Meal Period Premium Wages Class:** All current and former hourly non-exempt employees employed by Defendants in California at any time from four (4) years prior to the filing of the initial Complaint in this matter through the date notice is mailed to a certified class who received additional remuneration including, but not limited to, an additional “Bonus” during pay periods in which they were paid meal period premium wages and whose regular rate of pay did not include additional remuneration including, but not limited to, an additional “Bonus” when Defendants calculated those employees’ meal period premium wages.

F. **Rest Period Class:** All current and former hourly non-exempt employees employed by Defendants in California at any time within the four years prior to the filing of the initial Complaint in this action and through the date notice is mailed to a certified class who worked at least three and one-half (3.5) or more hours in a day who did not receive required rest periods of ten net minutes rest time for every four hours worked between three and one-half and six hours, six and ten hours, or ten and fourteen hours.

G. **Rest Period Premium Wages Class:** All current and former hourly non-exempt employees employed by Defendants in California at any time from four (4) years prior to the filing of the initial Complaint in this matter through the date notice is mailed to a certified class who received additional remuneration including, but not limited to, an additional “Bonus” during pay periods in which they were paid rest period premium wages and whose regular rate of pay did not include additional remuneration including, but not limited to, an additional “Bonus” when Defendants

1 calculated those employees' rest period premium wages

2 **H. Vacation Pay Class:** All current and former non-exempt employees employed
3 by Defendants in California at any time within the four (4) years prior to the filing of the initial
4 complaint in this action and through the date notice is mailed to a certified class who accrued vacation
5 time/personal time off, yet Defendants did not pay all wages due for vested vacation time/personal
6 time off upon separation of employment.

7 **I. Sick Pay Class:** All current and former non-exempt employees employed by
8 Defendants in California as direct employees as well as temporary employees employed through
9 temporary employment agencies at any time from four (4) years prior to the filing of the initial
10 Complaint in this matter through the date notice is mailed to a certified class who were paid sick pay
11 in a period in which they earned any other pay that should have been included in their sick pay wages.

12 **J. Indemnification Class:** All current and former hourly non-exempt employees
13 employed by Defendants in California at any time from four (4) years prior to the filing of the initial
14 Complaint in this action through the date notice is mailed to a certified class who did not receive
15 indemnification to reimburse them for the necessary expenditures incurred in the discharge of their
16 duties.

17 **K. Pay Day Class:** All current and former hourly non-exempt employees
18 employed by Defendants in California at any time from four (4) years prior to the filing of the initial
19 Complaint in this action through the date notice is mailed to a certified class who were not timely
20 paid earned wages during their employment.

21 **L. Waiting Time Class:** All current and former hourly non-exempt employees
22 employed by Defendants in California at any time within the three years prior to the filing of the
23 initial Complaint in this action and through the date notice is mailed to a certified class who did not
24 receive payment of all unpaid wages upon separation of employment within the statutory time period.

25 **M. Wage Statement Class:** All current and former non-exempt employees
26 employed by Defendants in California at any time within the one year prior to the filing of the initial
27 complaint in this action and through the date notice is mailed to a certified class who received
28 inaccurate or incomplete wage statements.

1 N. **California Class:** All aforementioned classes are here collectively referred to
2 as the “California Class.”

3 56. There is a well defined community of interest in the litigation and the classes are
4 ascertainable:

5 A. **Numerosity:** While the exact number of class members in each class is
6 unknown to Plaintiff at this time, the Plaintiff classes are so numerous that the individual joinder of
7 all members is impractical under the circumstances of this case.

8 B. **Common Questions Predominate:** Common questions of law and fact exist
9 as to all members of the Plaintiff classes and predominate over any questions that affect only
10 individual members of each class. The common questions of law and fact include, but are not limited
11 to:

12 i. Whether Defendants violated California Labor Code sections 1194 and
13 1197 by not paying employees’ wages at a minimum wage rate for all time that the Minimum Wage
14 Class Members were subject to Defendants’ control but were not paid;

15 ii. Whether Defendants violated California Labor Code Sections 510 and
16 1194 by not paying employees’ wages at an overtime wage rate for all overtime hours that the
17 Overtime Class Members were subject to Defendants’ control but were not paid;

18 iii. Whether Defendants violated Labor Code Sections 510 and 1194 by
19 failing to include all remuneration when calculating the overtime rate of pay for the members of the
20 Regular Rate Class;

21 iv. Whether Defendants violated California Labor Code sections 512 and
22 226.7, as well as the applicable Wage Order, by employing Meal Period Class Members and Meal
23 Period Premium Class Members without providing all their required meal periods, paying meal period
24 premium wages, or not including all remuneration when paying meal period premium wages;

25 v. Whether Defendants violated California Labor Code section 226.7 by
26 employing Rest Period Class Members and Rest Period Premium Wages Class Members without
27 providing all their required rest periods, paying rest period premium wages, or not including all
28 remuneration when paying rest period premium wages;

vi. Whether Defendants violated California Labor Code section 227.3 by failing to pay the Vacation Pay Class Members all vacation time/personal time off wages due to them upon termination;

vii. Whether Defendants failed to pay sick pay to the Sick Pay Class at the correct rate;

viii. Whether Defendants violated Labor Code section 2802 by failing to provide Indemnification Class Members with reimbursement of costs to compensate them for the necessary expenditures incurred in the discharge of their duties;

ix. Whether Defendants violated Labor Code section 204 by employing Pay Day Class Members without timely paying them all earned wages during their employment;

x. Whether Defendants failed to provide the Waiting Time Class Members with all of their earned wages upon separation of employment within the statutory time period;

xi. Whether Defendants unlawfully failed to furnish the Wage Statement Class with proper accurate itemized wage statements;

xii. Whether Defendants committed unlawful business acts or practice within the meaning of Business and Professions Code section 17200 *et seq.*;

xiii. Whether Class Members are entitled to unpaid wages, penalties and other relief pursuant to their claims;

xiv. Whether, as a consequence of Defendants' unlawful conduct, the Class Members are entitled to restitution, and/or equitable relief; and

xv. Whether Defendants' affirmative defenses, if any, raise any common issues of law or fact as to Plaintiff and as to the Class Members as a whole.

C. **Typicality:** Plaintiff's claims are typical of the claims of the class members in each of the classes. Plaintiff and members of the Minimum Wage Class sustained damages arising out of Defendants' failure to pay wages at least at minimum wage for all time the employees were subject to Defendants' control. Plaintiff and members of the Overtime Wage Class and/or Regular Rate Class sustained damages arising out of Defendants' failure to pay overtime wages for overtime

1 hours the employees were subject to Defendant's control worked and/or overtime wages at the proper
2 overtime rate of pay. Plaintiff and the members of the Meal Period Class and Meal Period Premium
3 Wages Class sustained damages arising out of Defendants' failure to provide employees meal periods
4 of not less than 30 minutes and failure to pay meal period premium wages as compensation or failure
5 to pay meal period premiums wages at the regular rate of pay. Plaintiff and the Members of the Rest
6 Period Class and Rest Period Premium Wages Class sustained damages arising out of Defendants'
7 failure to provide non-exempt employees rest periods of a net 10 minutes and failure to pay rest period
8 premium wages as compensation or failure to pay rest period premium wages at the regular rate of
9 pay. Plaintiff and the members of the Vacation Pay Class sustained damages arising out of
10 Defendants' failure to pay all accrued and vested vacation/PTO wages upon separation of
11 employment. Plaintiff. Plaintiff and members of the Sick Pay Class sustained damages arising out of
12 Defendants' failure to properly calculate and pay sick pay. Plaintiff and the members of the
13 Indemnification Class sustained damages arising out of Defendants' failure to reimburse them for
14 expenses incurred in the discharge of their duty. Plaintiff and the members of the Pay Day Class
15 sustained damages out of Defendants' failure to timely pay their earned wages during their
16 employment. Plaintiff and members of the Waiting Time Class sustained damages arising out of
17 Defendants' failure to provide all unpaid yet earned wages due upon separation of employment within
18 the statutory time limit. Plaintiff and members of the Wage Statement Class sustained damages arising
19 out of Defendants' failure to furnish them with accurate itemized wage statements in compliance with
20 Labor Code section 226.

21 D. **Adequacy of Representation:** Plaintiff will fairly and adequately protect the
22 interests of the members of each class. Plaintiff has no interest that is adverse to the interests of the
23 other class members.

24 E. **Superiority:** A class action is superior to other available means for the fair
25 and efficient adjudication of this controversy. Because individual joinder of all members of each class
26 is impractical, class action treatment will permit a large number of similarly situated persons to
27 prosecute their common claims in a single forum simultaneously, efficiently, and without the
28 unnecessary duplication of effort and expense that numerous individual actions would engender. The

expenses and burdens of individual litigation would make it difficult or impossible for individual members of each class to redress the wrongs done to them, while important public interests will be served by addressing the matter as a class action. The cost to and burden on the court system of adjudication of individualized litigation would be substantial, and substantially more than the costs and burdens of a class action. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

F. **Public Policy Consideration:** Employers throughout the state violate wage and hour laws. Current employees often are afraid to assert their rights out of fear of direct or indirect retaliation. Former employees fear bringing actions because they perceive their former employers can blacklist them in their future endeavors with negative references and by other means. Class actions provide the class members who are not named in the Complaint with a type of anonymity that allows for vindication of their rights.

FIRST CAUSE OF ACTION

FAILURE TO PAY WAGES FOR ALL HOURS OF WORK AT THE LEGAL MINIMUM

WAGE RATE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197

(By Plaintiff and the Minimum Wage Class As Against all Defendants and Doe Defendants)

57. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein by reference.

58. At all times relevant to this Complaint, Plaintiff and the members of the Minimum Wage Class were hourly non-exempt employees of Defendants.

59. Pursuant to Labor Code sections 1194, 1197, and Wage Orders, Plaintiff and the Minimum Wage Class are entitled to receive wages for all hours worked, i.e., all time subject to Defendants' control, and those wages must be paid at least at the minimum wage rate in effect during the time the Minimum Wage Class members earned the wages.

60. Defendants' payroll policies and procedures required members of the Minimum Wage Class to be engaged, suffered, or permitted to work without being paid wages for all of the time in which they were subject to Defendants' control.

1 61. Specifically, Defendants “rounded” down or “shaved” Plaintiff’s and Minimum Wage
2 Class Members’ total daily hours worked at their clock-in and clock-out times to the nearest quarter
3 of an hour, to the benefit of Defendants. Plaintiff and Minimum Wage Class Members’ were not
4 paid for this time.

5 62. As a result of Defendants’ unlawful conduct, Plaintiff and members of the Minimum
6 Wage Class have suffered damages in an amount subject to proof, to the extent that they were not
7 paid wages at a minimum wage rate for all hours worked.

8 63. Pursuant to California Labor Code Sections 1194 and 1194.2, Plaintiff and the
9 Minimum Wage Class members are entitled to recover unpaid minimum wage, interest thereon,
10 liquidated damages in the amount of their unpaid minimum wage, and attorneys’ fees and costs.

11 **SECOND CAUSE OF ACTION**

12 **FAILURE TO PAY PROPER OVERTIME WAGES FOR DAILY OVERTIME WORKED,**
13 **ALL HOURS WORKED, AND FAILURE TO INCLUDE ADDITIONAL REMUNERATION**
14 **WHEN CALCULATING OVERTIME WAGES IN VIOLATION OF LABOR CODE**
15 **SECTIONS 510, 1194, AND 1198**

16 **(By Plaintiff, the Overtime Class, and the Regular Rate Class As Against All Defendants and**
17 **Doe Defendants)**

18 64. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
19 by reference.

20 65. At times relevant to this Complaint, Plaintiff and members of the Overtime Class were
21 hourly non-exempt employees of Defendants, covered by Labor Code sections 510 and 1194 and the
22 Wage Order.

23 66. Pursuant to Labor Code sections 510 and 1194 and the Wage Order, hourly non-
24 exempt employees are entitled to receive a higher rate of pay for all hours worked in excess of eight
25 (8) hours in a workday, forty (40) hours in a workweek, and on the seventh day of work in a
26 workweek.

27 67. Labor Code section 510, subdivision (a), states in relevant part:
28

1 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one
2 workday and any work in excess of 40 hours in any one workweek and the first eight
3 hours worked on the seventh day of work in any one workweek shall be compensated
4 at the rate of no less than one and one-half times the regular rate of pay for an employee.
5 Any work in excess of 12 hours in one day shall be compensated at the rate of no less
6 than twice the regular rate of pay for an employee. In addition, any work in excess of
7 eight hours on any seventh day of a workweek shall be compensated at the rate of no
8 less than twice the regular rate of pay of an employee. Nothing in this section requires
9 an employer to combine more than one rate of overtime compensation in order to
10 calculate the amount to be paid to an employee for any hour of overtime work.

11
12 68. Further, Labor Code section 1198 provides,

13
14 The maximum hours of work and the standard conditions of labor fixed by the
15 commission shall be the maximum hours of work and the standard conditions of labor
16 for employees. The employment of any employee for longer hours than those fixed by
17 the order or under conditions of labor prohibited by the order is unlawful.

18
19 69. Regarding the “regular rate,” overtime is based upon an employee’s regular rate of
20 pay. “The regular rate at which an employee is employed shall be deemed to include all remuneration
21 for employment paid to, or on behalf, of the employee.” *See* Division of Labor Standards
22 Enforcement – Enforcement Policies and Interpretations Manual, Section 49.1

23
24 70. Despite California law requiring employers to pay employees a higher rate of pay for
25 all hours worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek,
26 and on the seventh day of work in a workweek, Defendants failed to pay all overtime wages to
27 Plaintiff and the Overtime Class for their daily overtime hours worked.

28
71. Specifically, Defendants’ employed policies, practices, and/or procedures including,
but not limited to:

(a) During certain pay periods, “rounding down” or “shaving down” Plaintiff’s
and Overtime Class Members’ punches to the nearest quarter of an hour to the benefit of Defendants
without paying Plaintiff and Overtime Class Members for this time.

72. To the extent that the foregoing unpaid time resulted from Plaintiff and Overtime Class
Members being subject to the control of Defendants when they worked more than eight (8) hours in
a workday, more than forty (40) hours in a workweek, and/or seven days in a workweek, Defendants
failed to pay them at their overtime rate of pay for all the overtime hours they worked.

73. Additionally, Defendants maintained a policy, practice, and procedure whereby they entirely excluded Plaintiffs' and Regular Rate Class Members' additional remuneration including, but not limited to, an additional "Bonus" in calculating Plaintiff's and Regular Rate Class Members' regular rate of pay for purposes of calculating the overtime rate of pay. This practice resulted in Plaintiff and Regular Rate Class Members working hours in excess of eight hours in a workday and/or 40 hours in a workweek and Defendants paying them less overtime than they earned pursuant to California law.

74. As a result of Defendants' unlawful conduct, Plaintiff, Overtime Class Members, and Regular Rate Class Members have suffered damages in an amount subject to proof, to the extent that they were not paid at their overtime rate of pay for all hours worked which constitute overtime.

75. Pursuant to Labor Code section 1194, Plaintiff, Overtime Class Members, and Regular Rate Class Members are entitled to recover the full amount of their unpaid overtime wages, prejudgment interest, and attorneys' fees and costs.

THIRD CAUSE OF ACTION

**FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF
LABOR CODE SECTIONS 512 AND 226.7**

**(By Plaintiff, the Meal Period Class, and the Meal Period Premium Wages Class As Against
All Defendants and Doe Defendants)**

76. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein by reference.

77. California law requires an employer to provide an employee an uninterrupted meal period of no less than 30-minutes before the end of a five hour work period. (Lab. Code §512; Wage Order 4 at §11.) An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes before the end of a ten hour work period. (*Id.*) If the employee is not relieved of all duty during a meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal period is only permitted when 1) the nature of the work prevents an employee from being relieved of all duty and 2) the parties have a written agreement agreeing to on duty meal periods.

1 If the employee is not free to leave the work premises or worksite during the meal period, even if the
2 employee is relieved of all other duty during the meal period, the employee is subject to the
3 employer's control and the meal period is counted as time worked. If an employer fails to provide an
4 employee a meal period in accordance with the law, the employer must pay the employee one hour
5 of pay at the employee's regular rate of compensation for each work day that a legally required meal
6 period was not provided or was not duty free. (*Id.*)

7 78. Plaintiff and Meal Period Class Members would work on workdays in shifts long
8 enough to entitle them to meal periods under California law. Despite that California law requires
9 employers to provide employees with timely duty free meal periods when they have worked a
10 sufficient amount of hours, Defendants failed to provide employees a timely full thirty minute meal
11 period for each five hour period of work as required by law.

12 79. At times, Plaintiff and California non-exempt employees would work in excess of 10
13 hours which would entitle them to a second meal period before the 10th hour of work. Defendants
14 did not provide Plaintiff and California non-exempt employees with a second meal period when they
15 worked in excess of 10 hours. Defendants did not have a procedure in place to pay Plaintiff and
16 California non-exempt employees a premium wage for their missed meal periods when they did not
17 receive a second meal period. Accordingly, Defendants did not pay Plaintiff and California non-
18 exempt employees a premium wage when they did not receive a second meal period.

19 80. Defendants' policies and procedures resulted in Plaintiff and the Meal Period Class
20 Members not receiving wages to compensate them for workdays which Defendants did not provide
21 them with legally compliant meal periods in compliance with California law.

22 81. Defendants' policies and procedures made it impossible for Plaintiff and other Meal
23 Period Class members from receiving all legally required and timely meal breaks or from Defendants
24 making such meal breaks available to Plaintiff and other Meal Period Class Members when they
25 worked a minimum of five hours in a work period.

26 82. On occasions Defendants paid Plaintiff and Meal Period Premium Wages Class
27 members meal period premium wages for missed, late, short, or interrupted meal periods in the same
28 pay period they earned additional remuneration including, but not limited to, an additional "Bonus,"

Defendants failed to pay the meal period premium wages at one (1) hour of pay at the regular rate of pay due to Defendants' failure to include additional remuneration including, but not limited to, an additional "Bonus" when calculating Plaintiff's and Meal Period Premium Wages Class members' regular rate of pay for the purpose of paying meal period premiums.

83. Defendants employed policies and procedures which ensured Plaintiff, Meal Period Class members, and Meal Period Premium Class members did not receive premium wages, or premium wages at the regular rate, to compensate them for workdays that they did not receive legally compliant meal periods. This practice resulted in Plaintiff, Meal Period Class members, and Meal Period Premium Class members, not receiving premium wages, or receiving less premium wages, to compensate them for workdays which Defendants did not provide them with all required meal periods, in compliance with California law.

84. Defendants' unlawful conduct alleged herein occurred in the course of employment of Plaintiff and Meal Period Class Members and such conduct has continued through the filing of this Complaint.

85. Because Defendants failed to provide employees with meal periods and/or pay meal period premium wages in compliance with the law, Defendants are liable to Plaintiff, Meal Period Class Members, and Meal Period Premium Class for one (1) hour of additional pay at the regular rate of compensation for each workday that Defendants did not provide all legally required and legally compliant meal periods and/or pay proper meal period premium wages, pursuant to Labor Code section 226.7 and the Wage Order.

86. Plaintiff, on behalf of himself, the Meal Period Class, and the Meal Period Premium Class seeks damages and all other relief allowable, including a meal period premium wage for each workday Defendants failed to provide all legally required and legally compliant meal periods and/or pay proper meal period premium wages, plus pre-judgment interest.

FOURTH CAUSE OF ACTION

FAILURE TO AUTHORIZE OR PERMIT REST PERIODS IN VIOLATION OF

LABOR CODE SECTION 226.7

(By Plaintiff, the Rest Period Class, and the Rest Period Premium Wages Class As Against All

Defendants and Doe Defendants)

87. Plaintiff hereby incorporates by reference paragraphs 1-83 above, as if fully set forth below.

88. At all times relevant to this Complaint, Plaintiff and members of the Rest Period Class were employees of Defendants, covered by Labor Code section 226.7 and the Wage Order.

89. California law requires that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof...” Wage Order 4 at §12. Employees are entitled to 10 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7. Additionally, the rest period requirement “obligates employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.” Wage Order 4 at §12; Labor Code section 226.7.

90. In this case, Plaintiff and members of the Rest Period Class regularly worked shifts of more than three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices, and/or procedures that resulted in their failure to authorize or permit all legally required and compliant rest periods to Plaintiff and Rest Period Class Members. Specifically, Defendants’ policies, practices, and/or procedures failed to provide Plaintiff and Rest Period Class members with duty free rest periods of a net 10-minutes for every four hours worked or major fraction thereof.

91. Additionally, Defendants failed to pay Plaintiff and members of the Rest Period Class one (1) hour of pay at their regular rate of pay for each workday they did not receive all legally required and legally compliant rest periods. Defendants lacked a policy and procedure for

1 compensating Plaintiff and Rest Period Class Members with premium wages when they did not
2 receive all legally required and legally compliant rest periods.

3 92. On occasions Defendants paid Plaintiff and Rest Period Premium Wages Class
4 members rest period premium wages for missed, late, short, or interrupted rest periods in the same
5 pay period they earned bonus compensation, commissions, and/or incentives, Defendants failed to
6 pay the rest period premium wages at one (1) hour of pay at the regular rate of pay due to Defendants'
7 failure to include additional remuneration including, but not limited to, an additional "Bonus" when
8 calculating Plaintiff's and Rest Period Premium Wages Class members' regular rate of pay for the
9 purpose of paying rest period premiums.

10 93. Defendants employed policies and procedures which ensured Plaintiff, Rest Period
11 Class members, and Rest Period Premium Class members did not receive premium wages, or
12 premium wages at the regular rate, to compensate them for workdays that they did not receive legally
13 compliant rest periods. This practice resulted in Plaintiffs, Rest Period Class members, and Rest
14 Period Premium Class member, not receiving premium wages, or receiving less premium wages, to
15 compensate them for workdays which Defendants did not provide them with all required rest periods,
16 in compliance with California law.

17 94. Defendants' unlawful conduct alleged herein occurred in the course of employment of
18 Plaintiff, Rest Period Class members, and Rest Period Premium Wages Class members and such
19 conduct has continued through the filing of this Complaint.

20 95. Plaintiff, on behalf of himself, the Rest Period Class, and Rest Period Premium Wages
21 Class, seeks damages and all other relief allowable, including a rest period premium wage for each
22 workday Defendants failed to provide all required rest periods and/or failed to include all
23 remuneration when calculating the rest period premiums, plus pre-judgment interest.

24 96. Plaintiff, Rest Period Class members, and Rest Period Premium Class members are
25 entitled to one hour of pay for each workday Defendants did not provide them all required rest periods,
26 and/or pay them rest period premiums at the regular rate, plus pre-judgment interest.

27 **FIRST CAUSE OF ACTION**

28 **FAILURE TO PAY ALL ACCRUED AND VESTED VACATION/PTO WAGES IN**

1 **VIOLATION OF LABOR CODE SECTION 227.3**

2 **(By Plaintiff and the Vacation Pay Class As Against All Defendants and Doe Defendants)**

3 97. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
4 by reference.

5 98. At times relevant to this Complaint, Plaintiff and the members of the Vacation Pay
6 Class were non-exempt employees of Defendants, covered by California Labor Code section 227.3.

7 99. California Labor Code section 227.3 states in relevant part

8
9 Unless otherwise provided by a collective-bargaining agreement, whenever a
10 contract of employment or employer policy provides for paid vacations, and
11 an employee is terminated without having taken off his vested vacation time,
12 all vested vacation shall be paid to him as wages at his final rate in accordance
with such contract of employment or employer policy respecting eligibility or
time served....

13 100. Defendants employ policies which provide for vacation/PTO to Plaintiff and Vacation
14 Pay Class.

15 101. Wages vest during the pay period in which they are earned. Plaintiff and members of
16 the Vacation Pay Class earned vacation/PTO wages while employed by Defendants. Defendants
17 terminated Vacation Pay Class Members and failed to pay all earned and vested vacation/PTO wages
18 upon termination.

19 102. Defendants employed policies and procedures which ensured Plaintiff and members
20 of the Vacation Pay Class would not receive their accrued and vested vacation/PTO wages upon
21 termination.

22 103. Pursuant to California Labor Code section 227.3, Plaintiff and members of the
23 Vacation Pay Class seek their earned and vested vacation/PTO wages, plus interest thereon, for the
24 four years preceding the filing of this Complaint.

25 **SIXTH CAUSE OF ACTION**

26 **FAILURE TO PROVIDE SICK PAY IN VIOLATION OF LABOR CODE SECTION 246**

27 **(By Plaintiff and the Sick Pay Class As Against All Defendants and Doe Defendants)**

28 104. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein

1 by reference.

2 105. Sick pay must be compensated at the employee's regular rate of pay, for the workweek
3 in which the paid leave was taken, or at a rate determined by averaging over 90 days. Labor Code
4 section 246(1).

5 106. By failing to pay Plaintiff and the Sick Pay Class for sick pay at the correct rate,
6 Defendants willfully violated Labor Code section 246.

7 107. Defendants' unlawful acts deprived Plaintiff and the Sick Pay Class of sick pay in
8 amounts to be determined at trial, and they are entitled to recover these amounts, with interest,
9 attorneys' fees, and costs.

10 **SEVENTH CAUSE OF ACTION**

11 **FAILURE TO INDEMNIFY EMPLOYEES FOR EMPLOYMENT-RELATED LOSSES**

12 **AND EXPENDITURES IN VIOLATION OF LABOR CODE SECTION 2802**

13 **(By Plaintiff and the Indemnification Class Against All Defendants and Doe Defendants)**

14 108. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
15 by reference.

16 109. Plaintiff and members of the Indemnification Class have been employed by
17 Defendants in the State of California. Labor Code §2802(a) states that "[a]n employer shall indemnify
18 his or her employee for all necessary expenditures or losses incurred by the employee in direct
19 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
20 employer..." An employer is prohibited from passing the ordinary business expenses and losses of
21 the employer onto the employee. (Labor Code §2802).

22 110. Defendants violated Labor Code §2802 by employing policies, practices, and/or
23 procedures of impermissibly passing business-related expenses to Plaintiff and Indemnification Class
24 Members.

25 111. The costs incurred by Plaintiff and Indemnification Class Members for their
26 mandatory compliance with Defendants' aforementioned policies, practices, and/or procedures were
27 significant as a result of their employment with Defendants.

28 112. Moreover, Defendants employed policies and procedures which ensured that Plaintiff

1 and Indemnification Class Members would not receive indemnification for all necessary expenditures
2 or losses incurred by them in direct consequence of discharging their duties. Defendants'
3 aforementioned policies, practices, and/or procedures resulted in Plaintiff and Indemnification Class
4 Members not receiving indemnification for employment-related expenditures in compliance with
5 California law.

6 113. Because Defendants failed to indemnify employees for the necessary expenditures
7 incurred in the discharge of their duties, they are liable to Plaintiff and Indemnification Class
8 Members for monies to compensate them for such expenditures or losses pursuant to Labor Code
9 §2802.

10 114. As a direct and proximate result of Defendants' violation of Labor Code §2802,
11 Plaintiff and Indemnification Class Members have suffered irreparable harm and monetary damages
12 entitling them to both injunctive relief and restitution. Plaintiff, on behalf of himself and on behalf of
13 the Indemnification Class, seeks damages and all other relief allowable including indemnification for
14 all employment-related expenses as well as ordinary business expenses incurred by Defendants and
15 passed on to Plaintiff and Indemnification Class Members, pursuant to Labor Code §2802.

16 115. Pursuant to Labor Code §2802, Plaintiff and Indemnification Class Members are
17 entitled to recover full indemnification, reasonable attorneys' fees and costs of suit.

18 **EIGHTH CAUSE OF ACTION**

19 **FAILURE TO TIMELY PAY EARNED WAGES DURING EMPLOYMENT IN**
20 **VIOLATION OF LABOR CODE SECTION 204**

21 **(By Plaintiff and the Pay Day Class As Against All Defendants and Doe Defendants)**

22 116. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
23 by reference.

24 117. Plaintiff and the Pay Day Class have been employed by Defendants in the State of
25 California. In California, wages must be paid at least twice during each calendar month on days
26 designated in advance by the employer as regular paydays, subject to some exceptions. Labor Code
27 §204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be paid
28 between the 16th and the 26th day of that month and wages earned between the 16th and the last day,

1 inclusive, of any calendar month must be paid between the 1st and 10th day of the following month.
2 *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within
3 seven (7) calendar days following the close of the payroll period in which wages were earned. Labor
4 Code §204(d).

5 118. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to
6 timely pay Plaintiff's and the Pay Day Class's earned wages (including minimum wages, overtime
7 wages, meal period premium wages, rest period premium wages, and indemnification pay), in
8 violation of Labor Code section 204.

9 119. Defendants' aforementioned policies, practices, and/or procedures resulted in their
10 failure to pay Plaintiff and the Pay Day Class their earned wages within the applicable time frames
11 outlined in Labor Code section 204.

12 120. Defendants' failure to timely pay Plaintiff and the Pay Day Class their earned wages
13 in accordance with Labor Code section 204 was willful. Defendants had the ability to timely pay all
14 wages earned by hourly workers in accordance with Labor Code section 204, but intentionally
15 adopted policies or practices incompatible with the requirements of Labor Code section 204. When
16 Defendants failed to timely pay Plaintiff and the Pay Day Class all earned wages, they knew what
17 they were doing and intended to do what they did.

18 121. As a result of Defendants' unlawful conduct, Plaintiff and the Pay Day Class have
19 suffered damages in an amount subject to proof, to the extent that they were not timely paid their
20 earned wages pursuant to Labor Code section 204.

21 122. Pursuant to Labor Code section 210, Plaintiff and the Pay Day Class are entitled to
22 recover civil penalties as follows: (1) for any initial violation, one hundred dollars (\$100) for each
23 failure to pay each employee; and (2) for each subsequent violation, or any willful or intentional
24 violation, two hundred dollars (\$200) for each failure to pay each employee, plus twenty-five (25%)
25 percent of the amount unlawfully withheld.

26 **NINTH CAUSE OF ACTION**

27 **FAILURE TO TIMELY PAY ALL EARNED WAGES AND FINAL PAYCHECKS DUE**
28 **AT TIME OF SEPARATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE**

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1 compliance with California law, failure to pay all accrued and vested vacation/PTO wages upon
2 termination, sick pay, and indemnification pay. When Defendants failed to pay its hourly non-exempt
3 workers all earned wages timely upon separation of employment, it knew what they were doing and
4 intended to do what it did.

5 128. Pursuant to either California Labor Code section 201 or 202, Plaintiff and members of
6 the Waiting Time Class are entitled to all wages earned prior to separation of employment that
7 Defendants did not pay them.

8 129. Pursuant to California Labor Code section 203, Plaintiff and members of the Waiting
9 Time Class are entitled to continuation of their wages, from the day their earned and unpaid wages
10 were due upon separation until paid, up to a maximum of 30 days.

11 **TENTH CAUSE OF ACTION**

12 **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN**
13 **VIOLATION OF LABOR CODE SECTION 226**

14 **(By Plaintiff and the Wage Statement Class As Against all Defendants and Doe Defendants)**

15 130. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
16 by reference.

17 131. At all relevant times, Plaintiff and the members of the Wage Statement Class were
18 non-exempt employees of Defendants and covered by Labor Code Section 226.

19 132. Pursuant to Labor Code Section 226, subdivision (a), Plaintiff and members of the
20 Wage Statement Class were entitled to receive, semimonthly or at the time of each payment of wages,
21 an itemized wage statement accurately stating the following:

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

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

3 133. Defendants' illegal practices resulted in Defendants not providing Plaintiff and other
4 California non-exempt employees with accurate and complete itemized wage statements in violation
5 of Labor Code section 226. The wage statements Defendants provided to employees were inadequate
6 for reasons including but not limited to Defendants inaccurately or failing to state the following: the
7 number of hours worked, the gross wages earned, the net wages earned, and hourly rates in place
8 during the pay period with corresponding hours worked.

9 134. Defendants' failure to provide Plaintiff and members of the Wage Statement Class
10 with accurate and complete wage statements was knowing and intentional. Defendants had the ability
11 to provide Plaintiff and members of the Class with accurate and complete wage statements but
12 intentionally provided wage statements that Defendants knew were not accurate. Defendants
13 knowingly and intentionally put in place practices which deprived employees of wages and resulted
14 in Defendants' knowing and intentional providing of inaccurate wage statements.

15 135. As a result of Defendants unlawful conduct, Plaintiff and members of the Class have
16 suffered injury in that the wage statements inaccurately stated and/or failed to state the
17 aforementioned items of information and Plaintiff and the members of the class could not promptly
18 and easily determine from the wage statement alone an accurate statement of: the gross wages earned,
19 and the net wages earned.

20 136. Pursuant to Labor Code Section 226(e), Plaintiff and members of the Wage Statement
21 Class are entitled to recover actual damages or fifty dollars for the initial pay period in which a
22 violation of Labor Code Section 226 occurred and one-hundred dollars for each violation of Labor
23 Code Section 226 in a subsequent pay period, not to exceed an aggregate penalty of four thousand
24 dollars per employee.

25 137. Pursuant to Labor Code Section 226(g), Plaintiff and members of the Wage Statement
26 Class are entitled to bring an action for injunctive relief to ensure Defendants' compliance with Labor
27 Code Section 226(a). Injunctive relief is warranted because Defendants continue to provide currently
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1 employed members of the Class with inaccurate wage statements in violation of Labor Code Section
2 226(a) and currently employed members of the Class have no adequate legal remedy for the
3 continuing injuries that will be suffered as a result of Defendants' ongoing unlawful conduct.
4 Injunctive relief is the only remedy available for ensuring Defendants comply with Labor Code
5 Section 226(a).

6 138. Pursuant to Labor Code Sections 226(e) and 226(g), Plaintiff and members of the Class
7 are entitled to recover the full amount of penalties due under Labor Code Section 226(e), reasonable
8 attorney fees, and costs of suit.

9 **ELEVENTH CAUSE OF ACTION**

10 **UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS**

11 **CODE SECTION 17200, *et seq.***

12 **(By Plaintiff and the California Class As Against All Defendants and Doe Defendants)**

13 139. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
14 by reference.

15 140. The unlawful conduct of Defendants alleged herein constitutes unfair competition
16 within the meaning of California Business and Professions Code Section 17200. This unfair conduct
17 includes Defendants' use of policies and procedures which resulted in the following: failing to pay
18 employees at least the minimum wage rate for all hours which they worked; failure to pay overtime
19 wages for overtime hours worked; failing to pay overtime wages at the proper overtime rate of pay;
20 failure to provide all required meal periods or pay meal period premium wages; failure to authorize
21 or permit, or provide, all required rest periods or pay rest period premium wages; failure to pay
22 accrued and vested vacation/PTO wages; failure to provide proper sick pay; failure to indemnify all
23 necessary expenditures or losses incurred by employees in direct consequence of discharging their
24 duties; statutory penalties for failure to timely pay earned wages during employment; statutory
25 waiting time penalties in the form of continuation wages for failure to timely pay employees all wages
26 due upon separation of employment; statutory penalties for failure to provide accurate wage
27 statements. Due to their unfair and unlawful business practices in violation of the California Labor
28 Code, Defendants have gained a competitive advantage over other comparable companies doing

business in the State of California that comply with their obligations to pay employees for all hours worked, to provide meal periods or pay meal period premium wages, to authorize or permit rest periods or pay rest period premium wages, to provide vacation/PTO pay, to provide sick pay, to indemnify employees for employment related losses and expenditures during the course of their employment, to timely pay wages during employment, to timely pay all wages due upon separation of employment, and to provide proper wage statements during the course of employment.

141. As a result of Defendants' unfair competition as alleged herein, Plaintiff and members of the Minimum Wage Class, Overtime Class, Regular Rate Class, Meal Period Class, Meal Period Premium Wages Class, Rest Period Class, Rest Period Premium Wages Class, Vacation Pay Class, Sick Pay Class, Indemnification Class, Pay Day Class, Waiting Time Class, and Wage Statement Class, have suffered injury in fact and lost money or property, as described in more detail above.

142. Pursuant to California Business and Professions Code Section 17203, Plaintiff and members of the Minimum Wage Class, Overtime Class, Regular Rate Class, Meal Period Class, Meal Period Premium Wages Class, Rest Period Class, Rest Period Premium Wages Class, Vacation Pay Class, Sick Pay Class, Indemnification Class, Pay Day Class, Waiting Time Class, and Wage Statement Class are entitled to restitution of all wages and other monies rightfully belonging to them that Defendants failed to pay and wrongfully retained by means of their unlawful and unfair business practices. Plaintiff also seeks an injunction against Defendants on behalf of the California Class enjoining Defendants, and any and all persons acting in concert with them, from engaging in each of the unlawful practices, policies and patterns set forth herein.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF ON HIS OWN BEHALF AND ON BEHALF OF THOSE SIMILARLY-SITUATED, PRAYS AS FOLLOWS:

ON ALL CAUSES OF ACTION:

1. That the Court determine that this action may be maintained as a class action (for the entire California Class and/or any and all of the specified sub-classes) pursuant to California Code of Civil Procedure section 382 and any other applicable law;

2. That the named Plaintiff be designated as class representative for the California Class

1 (and all sub-classes thereof);

2 3. A declaratory judgment that the practices complained herein are unlawful; and,

3 4. An injunction against Defendants enjoining them, and any and all persons acting in
4 concert with them, from engaging in each of the unlawful practices, policies and patterns set forth
5 herein.

6 **ON THE FIRST CAUSE OF ACTION:**

7 1. That Defendants be found to have violated the minimum wage provisions of the
8 California Labor Code and the IWC Wage Order as to Plaintiff and the Minimum Wage Class;

9 2. For damages, according to proof, including but not necessarily limited to unpaid
10 wages;

11 3. For any and all legally applicable penalties;

12 4. For liquidated damages pursuant to California Labor Code section 1194.2;

13 5. For pre-judgment interest, including but not limited to that recoverable under
14 California Labor Code section 1194, and post-judgment interest;

15 6. For attorneys' fees and costs of suit, including but not limited to that recoverable under
16 California Labor Code section 1194;

17 7. For pre-judgment interest, including but not limited to that recoverable under
18 California Labor Code section 218.6, and post-judgment interest; and,

19 8. For such and other further relief, in law and/or equity, as the Court deems just or
20 appropriate.

21 **ON THE FIRST CAUSE OF ACTION:**

22 1. That Defendants be found to have violated the overtime provisions of the Labor Code
23 and the IWC Wage Order as to Plaintiff and the Overtime Class;

24 2. For damages, according to proof, including but not limited to unpaid wages;

25 3. For any and all legally applicable penalties;

26 4. For pre-judgment interest, including but not limited to that recoverable under Labor
27 Code section 1194, and post-judgment interest;

28 5. For attorneys' fees and costs of suit, including but not limited to that recoverable under

1 Labor Code section 1194; and

2 6. For such other further relief, in law and/or equity, as the Court deems just or
3 appropriate.

4 **ON THE THIRD CAUSE OF ACTION:**

5 1. That Defendants be found to have violated the meal period provisions of the Labor
6 Code and the IWC Wage Order as to Plaintiff, the Meal Period Class, and the Meal Period Premium
7 Wages Class;

8 2. For damages, according to proof, including unpaid premium wages;

9 3. For any and all legally applicable penalties;

10 4. For pre-judgment interest, including but not limited to that recoverable under Labor
11 Code section 218.6, and post-judgment interest; and

12 5. For such other further relief, in law and/or equity, as the Court deems just or
13 appropriate.

14 **ON THE FOURTH CAUSE OF ACTION:**

15 1. That Defendants be found to have violated the rest period provisions of the Labor Code
16 and the IWC Wage Order as to Plaintiff, the Rest Period Class, and the Rest Period Premium Wages
17 Class;

18 2. For damages, according to proof, including unpaid premium wages;

19 3. For any and all legally applicable penalties;

20 4. For pre-judgment interest, including but not limited to that recoverable under Labor
21 Code section 218.6, and post-judgment interest; and

22 5. For such other further relief, in law and/or equity, as the Court deems just or
23 appropriate.

24 **ON THE FIFTH CAUSE OF ACTION:**

25 1. That Defendants be found to have violated the vested vacation/PTO wages provisions
26 of the California Labor Code as to Plaintiff and the Vacation Pay Class;

27 2. For damages, according to proof, including unpaid wages;

28 3. For any and all legally applicable penalties;

1 4. For pre-judgment interest, including but not limited to that recoverable under
2 California Labor Code section 218.6, and post-judgment interest; and

3 5. For such and other further relief, in law and/or equity, as the Court deems just or
4 appropriate.

5 **ON THE SIXTH CAUSE OF ACTION:**

6 1. That Defendants be found to have violated the provisions of the Labor Code regarding
7 correct payment of sick pay to Plaintiff and the Sick Pay Class;

8 2. For damages and/or penalties, according to proof, including damages and/or statutory
9 penalties under the Labor Code and any other legally applicable damages or penalties; and

10 3. For such and other further relief, in law and/or equity, as the Court deems just or
11 appropriate.

12 **ON THE SEVENTH CAUSE OF ACTION:**

13 1. That the Defendants be found to have violated the indemnification provisions of the
14 Labor Code as to the Plaintiff and the Indemnification Class;

15 2. For damages, according to proof, including unpaid use and/or costs of necessary tools
16 and/or resources;

17 3. For any and all legally applicable penalties;

18 4. For pre-judgment interest, including but not limited to that recoverable under Labor
19 Code section 2802, and post-judgment interest;

20 5. For attorneys' fees and costs of suit, including but not limited to that recoverable under
21 Labor Code section 2802; and

22 6. For such other further relief, in law and/or equity, as the Court deems just or
23 appropriate.

24 **ON THE EIGHTH CAUSE OF ACTION:**

25 1. That Defendants be found to have violated Labor Code 204 as to Plaintiff and the Pay
26 Day Class;

27 2. For damages, according to proof;

28 3. For any and all legally applicable penalties, including but not limited to those

1 recoverable pursuant to Labor Code section 210(a);

2 4. For pre-judgment interest, including but not limited to that recoverable under Labor
3 Code section 218.6, and post-judgment interest; and

4 5. For such other further relief, in law and/or equity, as the Court deems just or
5 appropriate.

6 **ON THE NINTH CAUSE OF ACTION:**

7 1. That Defendants be found to have violated the provisions of the California Labor Code
8 regarding payment of all unpaid wages due upon resignation or termination as to the Waiting Time
9 Class;

10 2. For damages and/or penalties, according to proof, including damages and/or statutory
11 penalties under California Labor Code section 203 and any other legally applicable damages or
12 penalties;

13 3. For pre-judgment interest, including under California Labor Code section 218.6, and
14 post-judgment interest; and,

15 4. For such and other further relief, in law and/or equity, as the Court deems just or
16 appropriate.

17 **ON THE TENTH CAUSE OF ACTION:**

18 1. That Defendants be found to have violated the provisions of the California Labor Code
19 regarding proper itemized paystubs as to the Wage Statement Class.

20 2. For damages and/or penalties, according to proof, including damages and/or statutory
21 penalties under California Labor Code section 226(e) and any other legally applicable damages or
22 penalties;

23 3. For pre-judgment interest and post-judgment interest; and,

24 4. For attorneys' fees and costs of suit, including but not limited to that recoverable under
25 California Labor Code section 226(e); and,

26 5. For such and other further relief, in law and/or equity, as the Court deems just or
27 appropriate.

1 **ON THE ELEVENTH CAUSE OF ACTION:**

2 1. That Defendants be found to have violated California Business and Professions Code
3 section 17200, *et seq.*, for the conduct alleged herein as to all Classes;

4 2. A declaratory judgment that the practices complained herein are unlawful;

5 3. An injunction against Defendants enjoining them, and any and all persons acting in
6 concert with them, from engaging in each of the unlawful practices, policies and patterns set forth
7 herein;

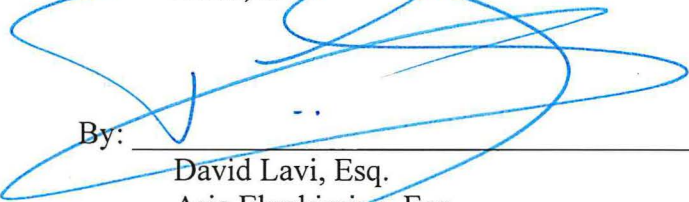
8 4. For restitution to the full extent permitted by law; and,

9 5. For such and other further relief, in law and/or equity, as the Court deems just or
10 appropriate.

11
12 Dated: February 27, 2023

Respectfully submitted,

E&L, LLP

13
14
15 By: 

David Lavi, Esq.

Arie Ebrahimian, Esq

Attorneys for PLAINTIFF LOUIS VARGAS on
behalf of himself and others similarly situated

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Dated: February 27, 2023

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David Lavi, Esq.

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