

SUM-100

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

UFC Gym, a business entity form unknown; U GYM LLC, a Nevada corporation; and DOES 1 through 100, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

EMMANUELI ADZOH, on behalf of himself and all others similarly situated,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.**

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Orange County Superior Court
Civil Complex Center, 751 W. Santa Ana Blvd., Santa Ana CA 92701

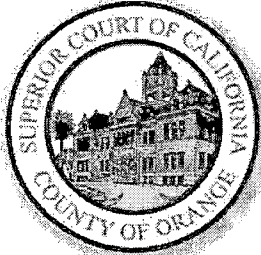
CASE NUMBER:
(Número del Caso) 30-2023-01305371-CU-OE-CXC
Judge William Claster

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Dominic J. Messiha, Empower Law PC, 11601 Wilshire Blvd., Suite 500, LA CA 90025; 310.650.8580

DATE: 02/02/2023 DAVID H. YAMASAKI, Clerk of the Court Clerk, by G. Ramirez, Deputy
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☒ on behalf of (specify): U GYM LLC, a Nevada corporation
under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

Page 1 of 1

TELEPHONE NO.: 310.650.8580 FAX NO. (Optional):
E-MAIL ADDRESS: Dominic@MessihaLegal.com
ATTORNEY FOR (Name): Plaintiff Emmanuelli Adzoh

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

STREET ADDRESS: 751 West Santa Ana
MAILING ADDRESS:
CITY AND ZIP CODE: Santa Ana, CA 92701
BRANCH NAME: Civil Complex Justice Center

CASE NAME:
ADZOH v. U GYM, LLC; UFC GYM

CIVIL CASE COVER SHEET

☒ **Unlimited** ☐ **Limited**
(Amount (Amount
demanded demanded is
exceeds \$25,000) \$25,000 or less)

Complex Case Designation

☐ Counter ☐ Joinder
Filed with first appearance by defendant
(Cal. Rules of Court, rule 3.402)

CASE NUMBER:

30-2023-01305371-CU-OE-CXC

JUDGE: Judge William Claster

DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

CX-104

1. Check one box below for the case type that best describes this case:

Auto Tort

☐ Auto (22)
☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment

☐ Wrongful termination (36)
☒ Other employment (15)

Contract

☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property

☐ Eminent domain/Inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

**Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400–3.403)**

☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

☐ RICO (27)
☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)
☐ Other petition (not specified above) (43)

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☐ Large number of separately represented parties d. ☒ Large number of witnesses
b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. ☒ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): Nine (9)

5. This case ☒ is ☐ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: February 2, 2023

Dominic J. Messiha

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

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INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability *(not asbestos or toxic/environmental)* (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not medical or legal)*
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract *(not unlawful detainer or wrongful eviction)*
Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally complex)* (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment *(non-domestic relations)*
Sister State Judgment
Administrative Agency Award *(not unpaid taxes)*
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint *(not specified above)* (42)
Declaratory Relief Only
Injunctive Relief Only *(non-harassment)*
Mechanics Lien
Other Commercial Complaint Case *(non-tort/non-complex)*
Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

DOMINIC J. MESSIHA Bar No. 204544
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Email: Dominic@MessihaLegal.com

Assigned for all purposes
Judge William Claster

cx-104

Attorneys for Plaintiff
EMMANUELI ADZOH

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

EMMANUELI ADZOH, on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

UFC Gym, a business entity form unknown; U
GYM LLC, a Nevada corporation; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 30-2023-01305371-CU-OE-CXC

CLASS ACTION COMPLAINT FOR:

- 1. Failure to Pay All Wages Earned
(California Labor Code Section 204);**
- 2. Failure to Pay Overtime Wages
(California Labor Code Sections 510,
1194(a), and 1198);**
- 3. Failure to Provide Accurate, Itemized
Wage Statements (California Labor
Code Section 226(a));**
- 4. Failure to Provide Meal Periods
(California Labor Code Sections 226.7
and 512(a));**
- 5. Failure to Provide Rest Breaks
(California Labor Code Section 226.7);**

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6. Failure to Maintain Records (California Labor Code Section 1174(d));
7. Failure to Reimburse Business Expenses (California Labor Code Section 2802);
8. Failure to Pay All Wages Upon Termination (California Labor Code Sections 201-203);
9. Unfair Business Practice (California Business & Professions Code Section 17200, et seq.); and

[UNLIMITED CIVIL]

[JURY TRIAL DEMANDED]

1 Plaintiff Emmanuelli Adzoh (hereinafter "Plaintiff"), on behalf of himself and all others
2 similarly situated, alleges and states as follows and submits the herein Class Action Complaint:

3 **JURISDICTION AND VENUE**

4 1. This class action is brought pursuant to California Code of Civil Procedure section
5 382. The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction
6 limits of the Superior Court and will be established according to proof at trial. The amount in
7 controversy for the class representative, including claims for compensatory damages and pro rata
8 share of attorneys' fees, is less than \$75,000.00. It is believed that the total sum owed to the Class
9 alleged herein is less than \$5,000,000.00, based upon the anticipated size of the Class and the
10 amount in controversy for each member of the Class.

11 2. This Court has jurisdiction over this action and the matters alleged herein pursuant
12 to the grant of original jurisdiction set forth in Article VI, Section 10 of the California Constitution.
13 The statutes under which this action is brought do not specify any other basis for jurisdiction.

14 3. This Court has jurisdiction over Defendants, because, upon information and belief,
15 Defendants are either citizens of California, have sufficient minimum contacts in California, or
16 otherwise intentionally avail themselves of the California market so as to render the exercise of
17 jurisdiction over them by this Court consistent with traditional notions of fair play and substantial
18 justice.

19 4. Venue is proper in this Court, because, upon information and belief, the named
20 Defendants reside, transact business, or have offices in this county, and the acts or omissions
21 alleged herein took place in this county.

22 **THE PARTIES**

23 5. At all times relevant herein, Plaintiff was, and is, an individual residing in the city
24 of Costa Mesa, County of Orange, State of California.

25 6. Plaintiff is informed and believes, and based thereon alleges, that at all times
26 relevant herein, Defendant UFC Gym was a business entity of unknown form doing business in this
27 state and county. Plaintiff is also informed and believes, and based thereon alleges, that at all times
28 relevant herein, Defendant U Gym LLC (collectively "Defendants" or "UFC"), was, and is, a

1 Nevada limited liability corporation doing business at several locations in California, including a
2 location in Costa Mesa, California where Plaintiff worked as a Personal Trainer and Mixed Martial
3 Arts ("MMA") Coach since October 2021.

4 7. Plaintiff is unaware of the true names and capacities of Defendants named herein as
5 DOES 1 through 100, inclusive, and therefore sues these Defendants by such fictitious names.
6 Plaintiff will amend this Complaint to allege such names and capacities when the same has been
7 ascertained. Plaintiff is informed and believes, and based thereon alleges that each of the
8 fictitiously named Defendants stated herein bears a legal responsibility to Plaintiff similar to that
9 of the named Defendant herein.

10 8. At all times mentioned herein, Defendants DOES 1 through 100, inclusive, were the
11 agents, servants, and employees of their Co-Defendants, and in doing the things herein alleged were
12 acting in the scope of their authority as such agents, servants, and employees, and with the
13 permission and consent of their Co-Defendants.

14 9. Plaintiff hereby demands a trial by jury.

15 **FACTS COMMON TO ALL CAUSES OF ACTION**

16 10. Defendants operate one or more fitness centers which sell retail memberships to
17 individuals for the purpose of receiving coaching, personal training and/or other exercise services,
18 including but not limited to boxing and mixed martial arts.

19 11. Plaintiff was hired as an employee to provide training and coaching to clients of
20 UFC. However, UFC manipulated the schedule so that Plaintiff would not receive payment for the
21 time he spent training and coaching clients.

22 12. UFC was chronically understaffed, which resulted in Plaintiff routinely working
23 shifts longer than 8 hours per day without receiving legally-required overtime compensation. UFC
24 altered Plaintiff's timecards to make it appear as though the hours were worked on different days
25 to avoid paying overtime.

26 13. While working these extended shifts, which were frequently in excess of ten (10)
27 hours in duration, UFC failed to provide Plaintiff with either first and/or second off-duty,
28 uninterrupted 30-minute meal periods. Plaintiff was routinely required to work through his meal

1 periods and/or to remain on-site.

2 14. Similarly, UFC did not provide Plaintiff with his off-duty rest periods as required
3 by law.

4 15. UFC required Plaintiff to meet certain sales quotas for UFC-brand merchandise and
5 dietary supplements sold on premises. If Plaintiff was unable to sell the required amounts, he was
6 pressured by UFC to purchase the merchandise himself, at his own expense.

7 16. UFC also promised to pay Plaintiff commissions for signing up new members, but
8 UFC failed to do this as well.

9 17. UFC also failed to reimburse Plaintiff for necessary equipment to perform his job
10 duties, including but not limited to the use of his personal cellular telephone.

11 18. UFC required Plaintiff to be present at its fighting competitions, and/or to compete
12 in those events, without compensation.

13 19. UFC required Plaintiff to obtain a coaching certification at the outset of his
14 employment. This entailed traveling to the UFC gym in La Mirada, California, for a week to attend
15 the courses. While UFC paid Plaintiff for the time he spent on site at La Mirada, it did not pay him
16 for the additional travel time nor the excess mileage.

17 20. Finally, Plaintiff was not paid for all wages due and owing at the time of his
18 termination of employment.

19 21. At all times Plaintiff has performed his job duties. Based on his time working for
20 Defendants, Plaintiff is informed and believes and thereon alleges that his experience is typical of
21 all similarly situated employees working for Defendants in California during the relevant time
22 period.

23 22. Plaintiff is informed and believes, and based thereon alleges, that at all times relevant
24 to this Action, Defendants implemented a series of willful, systematic, and deliberate policies and
25 practices that suppressed operating costs at the expense of employee rights set forth under the
26 California Labor Code and the Industrial Welfare Commission (hereinafter "IWC") Wage Orders.

27 23. Defendant's unlawful conduct includes, but is not limited to:

28 (a) Failing to pay for all hours worked at either their regular rate of pay or the

1 applicable minimum wage;

2 (b) Failing to pay mandatory overtime, and/or double time wages;

3 (c) Failing to provide employees with mandatory meal periods;

4 (d) Failing to provide employees with mandatory rest breaks;

5 (e) Failing to pay one (1) hour of wages to employees who are not provided with
6 legally compliant meal periods and rest breaks;

7 (f) Failing to provide employees with accurate and complete wage statements;

8 (g) Failing to maintain full, complete, and accurate payroll records, including an
9 accurate accounting of all hours worked;

10 (h) Failing to reimburse employees for necessary business expenses incurred in
11 direct consequence of the discharge of their job duties; and

12 (i) Failing to pay all wages due at termination.

13 24. Plaintiff is informed and believes, and based thereon alleges that, during the relevant
14 period, Defendants' conduct resulted in systematic and class-wide violations of California Labor
15 Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1174(d), 1194, 1198, and 2802.

16 **CLASS ALLEGATIONS**

17 25. Plaintiff brings this action individually, as well as on behalf of each and all persons
18 similarly situated, and thus, seeks class certification under California Code of Civil Procedure
19 Section 382.

20 26. All claims alleged herein arise under California law for which Plaintiff seeks relief
21 authorized under California law.

22 27. Plaintiff seeks to represent a class of Defendants' non-exempt gym employees who
23 fall into any of the following sub-classes composed of and defined as follows:

24 (a) **Failure To Pay All Wages Earned Sub-class:** All current and former non-
25 exempt gym employees who worked for Defendants at any time in the State of California during
26 the period commencing four (4) years prior to the filing of this Complaint until the date Notice of
27 Class Certification is mailed and were not compensated for all hours worked;

28 (b) **Unpaid Wages (Overtime/Double Time) Sub-class:** All current and

1 former non-exempt gym employees who worked for Defendants at any time in the State of
2 California during the period commencing four (4) years prior to the filing of this Complaint until
3 the date Notice of Class Certification is mailed and were not paid all overtime and/or double time
4 wages earned;

5 (c) **Wage Statement Sub-class:** All current and former non-exempt gym
6 employees who worked for Defendants in the State of California during the period commencing
7 one (1) year prior to the filing of this Complaint until the date Notice of Class Certification is mailed
8 and were not furnished an accurate, itemized wage statements as required by California Labor Code
9 section 226(a);

10 (d) **Meal Period Sub-class:** All current and former non-exempt gym employees
11 who worked for Defendants at any time in the State of California during the period commencing
12 four (4) years prior to the filing of this Complaint until the date Notice of Class Certification is
13 mailed and were not provided legally compliant first and/or second meal periods for a work period
14 of five (5) or more hours;

15 (e) **Rest Break Sub-class (premium):** All current and former non-exempt gym
16 employees who worked for Defendants at any time in the State of California during the period
17 commencing four (4) years prior to the filing of this Complaint until the date Notice of Class
18 Certification is mailed and were not authorized and permitted to take legally required rest breaks;

19 (f) **Failure to Maintain Payroll Records Sub-class:** All current and former
20 non-exempt gym employees who worked for Defendants during the period commencing one (1)
21 year prior to the filing of this Complaint until the date Notice of Class Certification is mailed and
22 for whom Defendants failed to maintain full, complete, and accurate payroll records as required by
23 California Labor Code section 1174(d);

24 (g) **Reimbursement Sub-class:** All current and former non-exempt gym
25 employees who worked for Defendants in the State of California at any time during the period
26 commencing four (4) years prior to the filing of this Complaint until the date Notice of Class
27 Certification is mailed and did not receive reimbursement for all necessary expenditures or losses
28 incurred in direct consequence of the discharge of their duties as required by California Labor Code

1 section 2802;

2 (h) **Waiting Time Sub-class:** All current and former non-exempt gym
3 employees who worked for Defendants in the State of California and were terminated or resigned
4 at any time during the period commencing three (3) years prior to the filing of this Complaint until
5 the date Notice of Class Certification is mailed and were not paid all wages required under
6 California Labor Sections 201, 202, and 203;

7 (i) **UCL Sub-class:** All current and former non-exempt gym employees who
8 worked for Defendants in the State of California at any time during the period commencing four
9 (4) years prior to the filing of this Complaint until the date Notice of Class Certification is mailed
10 and are entitled to restitution for Defendants' unlawful business practices, including, but not limited
11 to, failure to pay all wages earned, failure to pay minimum wages, failure to pay overtime and/or
12 double time wages, improper deductions from wages, failure to provide lawful meal periods, failure
13 to authorize and permit lawful rest breaks, and failure to reimburse for all business expenditures
14 incurred by employees in direct consequence of the discharge of their duties.

15 28. The members of the proposed Class and Sub-classes, and each of them, are so
16 numerous that joinder of all members would be unfeasible and not practicable. The membership
17 of the entire Class is unknown to Plaintiff at this time, however, the class is estimated to be greater
18 than one hundred (100) individuals and the identity of the class membership is readily ascertainable
19 by inspection of Defendants' payroll and personnel records.

20 29. Plaintiff has been, at all material times, a member of the Class and each Sub-Class.
21 Plaintiff is qualified to, and will, fairly and adequately represent the interests of each class member
22 with whom there is a shared, well-defined, community of interests. Plaintiff's claims are typical of
23 all class members' claims as they arise out of the same course of conduct and are predicated on the
24 same violations of law.

25 30. There are questions of law and fact as to the class and sub-classes which
26 predominate over questions affecting only individual members including, without limitation:

27 (a) Whether Defendants failed to pay Class Members for all hours worked at
28 either their regular rate of pay or the applicable minimum wage;

1 (b) Whether Defendants failed to pay Class Members all overtime and/or double
2 time wages owed under the California Labor Code and the California Industrial Welfare
3 Commission's Wage Orders, and all other applicable employment laws and regulations;

4 (c) Whether Defendants complied with wage reporting as required by the
5 California Labor Code, including, but not limited to, California Labor Code section 226(a);

6 (d) Whether Defendants failed to provide Class Members with initial and/or
7 subsequent meal periods as required by the California Labor Code and the California Industrial
8 Welfare Commission's Wage Orders;

9 (e) Whether Defendants authorized and permitted Class Members to take
10 mandatory rest breaks as required by the California Labor Code and the California Industrial
11 Welfare Commission's Wage Orders;

12 (f) Whether Defendants failed to compensate Class Members with ten minutes
13 of pay for each rest break owed;

14 (g) Whether Defendants failed to maintain full, complete, and accurate payroll
15 records as required by California Labor Code section 1174(d);

16 (h) Whether Defendants reimbursed Class Members for expenses as required by
17 California Labor Code section 2802;

18 (i) Whether Defendants owe Class Members waiting time penalties pursuant to
19 California Labor Code section 203;

20 (j) Whether Defendants' conduct was willful or reckless;

21 (k) Whether Defendants engaged in unfair business practices in violation of
22 California Business and Professions Code section 17200, et seq.; and

23 (l) The appropriate amount of damages, restitution, and/or monetary penalties
24 resulting from Defendants' violations of California law.

25 31. The Court should permit this action to be maintained as a class action pursuant to
26 California Code of Civil Procedure section 382, because:

27 (a) Questions of law and fact common to the Class predominate over any
28 questions affecting individual members;

1 (b) The Class Action mechanism is superior to any other available method for
2 the fair and efficient adjudication of the claims of the members of the Class;

3 (c) The members of the Class are so numerous that it is impractical to bring all
4 members of the Class before the Court;

5 (d) Plaintiff, and the other members of the Class, will not be able to obtain
6 effective and economic legal redress unless the action is maintained as a class action;

7 (e) There is a community of interest in obtaining appropriate legal and equitable
8 relief for the statutory violations, and in obtaining adequate compensation for the damages and
9 injuries for which Defendants are responsible in an amount sufficient to adequately compensate the
10 members of the Class for the injuries sustained;

11 (f) Without Class Certification, the prosecution of separate actions by
12 individual members of the Class would create a risk of:

13 (i) Inconsistent or varying adjudications with respect to individual
14 members of the Class which would establish incompatible standards of conduct for Defendants;
15 and/or

16 (ii) Adjudications with respect to the individual members which would,
17 as a practical matter, be dispositive of the interests of other members not parties to the adjudications,
18 or would substantially impair or impede their ability to protect their interests, including, but not
19 limited to, the potential for exhausting the funds available from those parties who are, or may be,
20 responsible for Defendants; and

21 (g) Defendants have acted or refused to act on grounds generally applicable to
22 the Class, thereby making final injunctive relief appropriate with respect to the Class and each Sub-
23 class as a whole.

24 **FIRST CAUSE OF ACTION**

25 **(Violation of California Labor Code Section 204(a)**

26 **Failure to Pay All Wages Earned for All Hours Worked – Against all Defendants)**

27 32. Plaintiff refers to and incorporates herein by reference paragraphs 1 through 31 as
28 though fully set forth herein.

1 33. California Labor Code section 204(a) provides that all wages earned by any person
2 in any employment are due and payable twice during each calendar month, on days designated in
3 advance by the employer as the regular paydays.

4 34. At all times relevant to this action, Defendants violated California Labor Code
5 section 204 by failing to compensate Plaintiff and the Class for all hours worked due to Defendants'
6 policy and practice of requiring employees to be on-site without compensation for all hours worked,
7 as well as Defendants' practice of altering employee time entries and timecards.

8 35. Defendants acted intentionally, oppressively, and maliciously toward Plaintiff and
9 the members of the Class, with a conscious disregard of their rights, or the consequences to them,
10 with the intent of depriving them of property and legal rights and otherwise causing them injury.

11 36. As a proximate cause of the aforementioned violations, Plaintiff and the Class have
12 been damaged in an amount according to proof at the time of trial, but in an amount in excess of
13 the jurisdiction of this Court. Plaintiff and the Class are entitled to recover the unpaid balance of
14 wages owed, penalties, including penalties available pursuant to California Labor Code section
15 558, plus interest, and reasonable attorneys' fees and costs of suit according to California Labor
16 Code section 218.5.

17 **SECOND CAUSE OF ACTION**

18 **(Violation of California Labor Code Sections 510, 1194(a), and 1198**

19 **Failure to Pay Overtime/Double Time Wages– Against all Defendants)**

20 37. Plaintiff refers to and incorporates herein by reference paragraphs 1 through 36 as
21 though fully set forth herein.

22 38. California Labor Code section 510 requires an employer to compensate its
23 employees at a rate of no less than one and one-half (1.5) times their regular rate of pay for any
24 work in excess of eight (8) hours in one (1) workday, in excess of forty (40) hours in any one (1)
25 workweek, and during the first eight (8) hours worked on the seventh (7th) day of work in any one
26 (1) workweek.

27 39. California Labor Code section 510 requires an employer to compensate its
28 employees at a rate of no less than two (2) times their regular rate of pay for any work: in excess of

1 twelve (12) hours in one (1) workday, and in excess of eight (8) hours on the seventh (7th) day of
2 work in any one (1) workweek.

3 40. At all times relevant herein, Plaintiff and the members of the Class worked hours in
4 excess of eight (8) hours in one (1) workday, in excess of forty (40) hours in any one (1) workweek,
5 and/or during the first eight (8) hours worked on the seventh (7th) day of work in any one (1)
6 workweek, without receiving compensation at a rate of no less than one and one-half (1.5) times
7 their regular rate of pay.

8 41. At all times relevant herein, Plaintiff and the members of the Class worked hours in
9 excess of twelve (12) hours in one (1) workday and in excess of eight (8) hours on the seventh (7th)
10 day of work in any one (1) workweek, without receiving compensation at a rate of no less than two
11 (2) times their regular rate of pay.

12 42. At all times relevant to this action, Defendants' policy and practice was to not pay
13 overtime or double time to Plaintiff and the members of the Class, executed by Defendants' practice
14 and policy of altering employee time entries and time cards.

15 43. Defendants acted intentionally, oppressively, and maliciously toward Plaintiff and
16 the members of the Class, with a conscious disregard of their rights, or the consequences to them,
17 with the intent of depriving them of property and legal rights and otherwise causing them injury.

18 44. As a proximate cause of the aforementioned violations, Plaintiff and the Class have
19 been damaged in an amount according to proof at time of trial, but in an amount in excess of the
20 jurisdiction of this Court. Plaintiff and the Class are entitled to recover the unpaid balance of wages
21 owed, penalties, including penalties available pursuant to California Labor Code section 558, plus
22 interest, and reasonable attorneys' fees and costs of suit according to California Labor Code section
23 1194, et seq.

24 **THIRD CAUSE OF ACTION**

25 **(Violation of California Labor Code Section 226(a)**

26 **Failure to Provide Accurate, Itemized Wage Statements – Against all Defendants)**

27 45. Plaintiff refers to and incorporates herein by reference paragraphs 1 through 44 as
28 though fully set forth herein.

1 46. California Labor Code section 226(a) provides that every employer shall, semi-
2 monthly or at the time of each payment of wages, furnish each of his or her employees, either as a
3 detachable part of the check, draft, or voucher paying the employee's wages, or separately when
4 wages are paid by personal check or cash, an accurate itemized statement in writing showing gross
5 wages earned.

6 47. Plaintiff is informed and believes, and based thereon alleges, that throughout the
7 relevant time period, Defendants repeatedly, willfully, and without good faith, failed to furnish
8 Plaintiff and the Class with accurate, itemized wage statements in writing showing all hours worked
9 and all wages earned.

10 48. As a result of the Defendants' conduct, Plaintiff and the Class have been damaged
11 and are entitled to recover, for each member of the Class, the greater of actual damages or \$50.00
12 for the initial pay period in which a violation occurred and \$100.00 for each violation in a
13 subsequent pay period, not exceeding an aggregate penalty of \$4,000.00, in an amount to be
14 determined at trial.

15 49. In addition, as a direct result of the conduct of Defendants, and each of them, as set
16 forth above, Plaintiff and the members of the Class were forced to incur substantial attorney's fees
17 and costs which are recoverable under California Labor Code section 226(e) in an amount to be
18 determined at trial.

19 **FOURTH CAUSE OF ACTION**

20 **(Violation of California Labor Code Sections 226.7 and 512(a))**

21 **Failure to Provide Meal Periods – Against all Defendants)**

22 50. Plaintiff refers to and incorporates herein by reference paragraphs 1 through 49 as
23 though fully set forth herein.

24 51. At all times relevant herein, the applicable IWC Wage Order and California Labor
25 Code sections 226.7 and 512(a) were applicable to Plaintiff and the Class Members.

26 52. At all times set forth herein, California Labor Code section 226.7 provided and
27 provides that no employer shall require an employee to work during any lawfully mandated meal
28 period.

1 53. At all times set forth herein, California Labor Code section 512(a) provided and
2 provides that an employer may not require, cause, or permit an employee to work for a period of
3 more than five (5) hours per day without providing the employee with an uninterrupted meal period
4 of not less than thirty (30) minutes, except that if the total work period per day is not more than six
5 (6) hours, the meal period may be waived by mutual consent of both the employer and the
6 employee.

7 54. At all times set forth herein, California Labor Code section 512(a) further provided
8 and provides that an employer may not employ an employee for a work period of more than ten
9 (10) hours per day without providing the employee with a second meal period of not less than thirty
10 (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second
11 meal period may be waived by mutual consent of the employer and the employee, only if the first
12 meal period was not waived.

13 55. At all times relevant herein, Plaintiff and the Class have worked more than five (5)
14 hours in a workday.

15 56. At all times relevant herein, Plaintiff and the Class have worked more than ten (10)
16 hours in a workday.

17 57. Defendants failed to provide Plaintiff and the members of the Class with
18 uninterrupted, work-free, thirty (30) minute meal periods for shifts in excess of five (5) hours
19 worked per day and failed to compensate employees for missed initial meal periods as required by
20 law.

21 58. Defendants failed to provide Plaintiff and the members of the Class with a second
22 uninterrupted, work-free, thirty (30) minute meal period for shifts in excess of ten (10) hours
23 worked per day and failed to compensate them for missed subsequent meal periods as required by
24 law.

25 59. During the relevant time period, Defendants willfully required Plaintiff and the
26 Class to work during meal periods and failed to compensate Plaintiff and the Class for work
27 performed during meal periods.

28 60. During the relevant time period, Defendants failed to pay Plaintiff and the Class the

1 full meal period premium due pursuant to California Labor Code Section 226.7.

2 61. Defendants' conduct violates California Labor Code sections 226.7 and 512(a).

3 62. Pursuant to California Labor Code Section 226.7, Plaintiff and the Class are entitled
4 to recover from Defendants one (1) additional hour of pay at the employees' regular hourly rate of
5 compensation for each work day that the meal period was not provided.

6 63. As a proximate cause of the aforementioned violations, Plaintiff and the Class have
7 been damaged in an amount to be determined at trial, but in an amount in excess of the jurisdiction
8 of this Court.

9 64. As a proximate cause of the aforementioned violations, Plaintiff and the Class have
10 been damaged in an amount to be determined at trial, but in an amount in excess of the jurisdiction
11 of this Court. Plaintiff and the Class are entitled to recover the unpaid balance of wages owed,
12 penalties, including penalties available pursuant to California Labor Code sections 226.7 and 558,
13 plus interest.

14 **FIFTH CAUSE OF ACTION**

15 **(Violation of California Labor Code Section 226.7**

16 **Failure to Provide Rest Breaks – Against all Defendants)**

17 65. Plaintiff refers to and incorporates herein by reference paragraphs 1 through 64 as
18 though fully set forth herein.

19 66. At all times relevant herein, the applicable IWC Wage Order and California Labor
20 Code section 226.7 was applicable to Plaintiff and the Class Members.

21 67. At all times set forth herein, California Labor Code section 226.7 provided and
22 provides that employers may not require their employees to work during a legally mandated rest
23 period.

24 68. At all times set forth herein, the applicable IWC Wage Order required and requires
25 every employer subject to the Wage Orders to authorize and permit rest periods at the rate of ten
26 (10) minutes net rest time per four (4) hours or major fraction thereof.

27 69. California Labor Code section 226.7 further provides that if an employer fails to
28 provide an employee with a legally mandated rest period, the employer shall pay the employee one

1 (1) additional hour of pay at the employee's regular rate of compensation for each workday that the
2 rest period is not provided.

3 70. At all times relevant herein, Plaintiff and the Class have regularly worked shifts of
4 a length of four (4) hours or a major fraction thereof or longer.

5 71. Defendants failed to authorize and permit Plaintiff and the members of the Class to
6 take rest periods as required by law.

7 72. During the relevant time period, Defendants failed to pay Plaintiff and the Class the
8 full rest period premium due pursuant to California Labor Code section 226.7.

9 73. Defendants' conduct violates California Labor Code section 226.7.

10 74. Pursuant to California Labor Code section 226.7, Plaintiff and the Class are entitled
11 to recover from Defendants one (1) additional hour of pay at the employees' regular hourly rate of
12 compensation for each work day that a rest period was not provided.

13 75. As a proximate cause of the aforementioned violations, Plaintiff and the Class have
14 been damaged in an amount to be determined at trial, but in an amount in excess of the jurisdiction
15 of this Court. Plaintiff and the Class are entitled to recover the unpaid balance of wages owed,
16 penalties, including penalties available pursuant to California Labor Code sections 226.7 and 558,
17 plus interest.

18 **SIXTH CAUSE OF ACTION**

19 **(Violation of California Labor Code Section 1174(d)**

20 **Failure to Maintain Payroll Records – Against all Defendants)**

21 76. Plaintiff refers to and incorporates herein by reference paragraphs 1 through 75 as
22 though fully set forth herein.

23 77. California Labor Code section 1174(d) provides that every employer shall keep, for
24 no less than three (3) years, payroll records showing the accurate hours worked daily by and the
25 wages paid to employees.

26 78. Plaintiff was employed by Defendants as a non-exempt employee. However,
27 Defendants repeatedly failed, and continues to fail, to maintain full, complete, and accurate payroll
28 records showing the hours that Plaintiff and the members of the Class actually worked.

1 79. As such, Plaintiff and the members of the Class are entitled to recover civil penalties
2 from Defendants pursuant to California Labor Code section 1174.5.

3 **SEVENTH CAUSE OF ACTION**

4 **(Violation of California Labor Code Section 2802**

5 **Failure to Reimburse Expenses – Against all Defendants)**

6 80. Plaintiff refers to and incorporates herein by reference paragraphs 1 through 79 as
7 though fully set forth herein.

8 81. California Labor Code section 2802 requires employers to indemnify employees for
9 all necessary expenditures or losses incurred by employees in direct consequence of the discharge
10 of their duties.

11 82. Plaintiff and members of the Class have incurred expenses for mileage, fuel and
12 personal cell phone use directly related to the performance of their job duties.

13 83. Defendants have failed to indemnify or reimburse Plaintiff and members of the Class
14 for the expenses alleged herein.

15 84. Plaintiff and the members of the Class are entitled to recover from Defendants
16 restitution equal to all unreimbursed expenses during the relevant time period, as well as all
17 reasonable costs, including, but not limited to attorney's fees, that were incurred enforcing their
18 rights to reimbursement pursuant to California Labor Code section 2802.

19 **EIGHTH CAUSE OF ACTION**

20 **(Violation of California Labor Code Sections 201-203**

21 **Failure to Pay All Wages Upon Termination – Against all Defendants)**

22 85. Plaintiff refers to and incorporates herein by reference paragraphs 1 through 84 as
23 though fully set forth herein.

24 86. Pursuant to California Labor Code sections 201-203, if an employer discharges an
25 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

26 87. Plaintiff is informed and believes, and based thereon alleges, that members of the
27 Class resigned or were terminated from their employment with Defendants and have not received
28 compensation for all wages owed at the time of termination.

88. Defendants, however, willfully failed to pay members of the Class all wages that were due and owed within the time limits set forth in California Labor Code sections 201-203.

89. Therefore, Plaintiff and the Class are entitled to restitution and penalties as provided by California Labor Code section 203.

NINTH CAUSE OF ACTION

(Violation of California Business and Professions Code Section 17200)

Unfair Business Practice – Against All Defendants)

90. Plaintiff refers to and incorporates herein by reference paragraphs 1 through 89 as though fully set forth herein.

91. California Business and Professions Code section 17200, et seq., prohibits acts of unfair competition which means and includes “any unlawful, unfair, or fraudulent business act or practice.”

92. Within the four (4) years preceding the filing of this action, Defendants have engaged in unlawful, unfair, and/or fraudulent business acts and/or practices by engaging in the conduct set forth above. These business acts and practices violated numerous provisions of the law, including, but not limited to, the California Labor Code, California Wage Orders, and California public policy. Plaintiff reserves the right to identify additional violations of law as further investigation warrants.

93. Defendants' acts and practices, as detailed above, constitute acts of unfair competition. Defendants have engaged in an unlawful, unfair, and/or fraudulent business act and/or practices within the meaning of California Business and Professions Code section 17200, et seq.

94. By reason of Defendants' fraudulent, deceptive, unfair, and other wrongful conduct, as alleged herein, Defendants have violated California Business and Professions Code section 17200, et seq., by consummating an unlawful, unfair, and fraudulent business practice designed to deprive Plaintiff, the members of the Class, and members of the general public of their legal rights.

95. Such conduct is ongoing and continues to this date.

96. By reason of the foregoing, Plaintiff, the Class, and members of the general public have suffered, and continue to suffer, damages, and are therefore entitled to the relief available

1 under California Business and Professions Code section 17200, et seq., including, but not limited
2 to, restitution, disgorgement, and injunctive relief.

3 97. As such, Plaintiff, on behalf of himself, the Class, and the general public, seeks a
4 temporary, preliminary, and/or permanent order from this Court prohibiting Defendants from
5 continuing to engage in the unlawful, unfair, and/or fraudulent business acts or practices set forth
6 in this Complaint, in addition to disgorgement and restitution by Defendants to all persons with a
7 vested interest therein who have been adversely affected by the practices at issue.

8
9 WHEREFORE, Plaintiff prays for judgment against Defendants and DOES 1 through 100,
10 inclusive, and each of them, jointly and severally, as follows:

11 **ON THE FIRST CAUSE OF ACTION (FAILURE TO PAY WAGES):**

- 12 1. That the Court declare, adjudge, and decree that Defendants violated California
13 Labor Code section 204;
14 2. For wages and such general and special damages as may be appropriate;
15 3. For pre-judgment interest on any unpaid compensation commencing from the date
16 such amounts were due until paid in full; and
17 4. For reasonable attorneys' fees and for costs of suit incurred herein.

18 **ON THE SECOND CAUSE OF ACTION (OVERTIME/DOUBLE TIME):**

- 19 1. That the Court declare, adjudge, and decree that Defendants violated California
20 Labor Code sections 510, 1194(a), and 1198;
21 2. For unpaid overtime and/or double time wages and such general and special
22 damages as may be appropriate;
23 3. For pre-judgment interest on any unpaid compensation commencing from the date
24 such amounts were due until paid in full;
25 4. For civil penalties pursuant to California Labor Code section 558; and
26 5. For reasonable attorneys' fees and for costs of suit incurred herein.

27 **ON THE THIRD CAUSE OF ACTION (WAGE STATEMENTS):**

- 28 1. That the Court declare, adjudge, and decree that Defendants violated California

1 Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and
2 Class members, and willfully failed to provide accurate, itemized wage statements
3 thereto;

- 4 2. For all actual, consequential, and incidental losses and damages according to proof;
- 5 3. For statutory penalties pursuant to California Labor Code section 226(e);
- 6 4. For injunctive relief to ensure compliance with this section, pursuant to California
7 Labor Code section 226(h); and
- 8 5. For reasonable attorneys' fees and for costs of suit incurred herein.

9 **ON THE FOURTH CAUSE OF ACTION (MEAL PERIODS):**

- 10 1. That the Court declare, adjudge, and decree that Defendants violated California
11 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully
12 failing to provide all meal periods (including second meal periods) to Plaintiff and
13 Class members;
- 14 2. That the Court make an award to Plaintiff and Class members of one (1) hour of pay
15 at each employee's regular rate of compensation for each workday that a meal period
16 was not provided;
- 17 3. For all actual, consequential, and incidental losses and damages, according to proof;
- 18 4. For premiums pursuant to California Labor Code section 226.7(c);
- 19 5. For pre-judgment interest on any unpaid wages from the date such amounts were
20 due; and
- 21 6. For reasonable attorneys' fees and costs of suit incurred herein.

22 **ON THE FIFTH CAUSE OF ACTION (REST PERIODS):**

- 23 1. That the Court declare, adjudge, and decree that Defendants violated California
24 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to
25 authorize and permit all rest periods (including second rest periods) to Plaintiffs and
26 Class members;
- 27 2. That the Court make an award to Plaintiffs and Class members of one (1) hour of
28 pay at each employee's regular rate of compensation for each workday that a rest

period was not provided during the Class Period;

3. For all actual, consequential, and incidental losses and damages, according to proof;
4. For premiums pursuant to California Labor Code section 226.7(c);
5. For pre-judgment interest on any unpaid wages from the date such amounts were due; and
6. For reasonable attorneys' fees and for costs of suit incurred herein.

ON THE SIXTH CAUSE OF ACTION (RECORD KEEPING):

1. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 1174(d) by failing to maintain full, complete, and accurate payroll records; and
2. For civil penalties in the amount of \$500.00 for and to Plaintiff and all Class members pursuant to California Labor Code section 1174.5.

ON THE SEVENTH CAUSE OF ACTION (REIMBURSEMENT):

1. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 2802 by failing to indemnify or reimburse employees for business expenses;
2. For an award of unreimbursed expenses to Plaintiff and all Class members in an amount to be proven at trial; and
3. For reasonable attorneys' fees and for costs of suit incurred herein.

ON THE EIGHTH CAUSE OF ACTION (WAITING TIME PENALTIES):

1. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 201, 202, and 203 and is subject to penalties pursuant to California Labor Code section 203; and
2. For an award of penalties pursuant to California Labor Code section 203 to Plaintiff and all Class members in an amount to be determined at trial.

ON THE NINTH CAUSE OF ACTION (UNFAIR BUSINESS PRACTICE):

1. For restitution of all profits and gains resulting from Defendants' unfair, unlawful, and/or fraudulent business acts and/or practices to Plaintiff and all persons with a

1 vested interest therein who have been adversely affected by the practices at issue;

2 2. For an injunction permanently enjoining Defendant from continuing to engage in
3 any further acts of unfair, unlawful, and/or fraudulent business acts and/or practices;
4 and

5 3. For reasonable attorneys' fees and for costs of suit incurred herein.
6

7 **AS TO ALL CAUSES OF ACTION:**

8 1. For an award of reasonable attorneys' fees, costs, expert costs, and expenses
9 pursuant to statutory and common law; and

10 2. For such other and further relief as this Court may deem just, fair, and proper.
11

12 DATED: February 2, 2023

Respectfully Submitted,
EMPOWER LAW, PC

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14 

15 _____
16 Dominic J. Messiha
17 Attorneys for Plaintiff
18 Emmanuelli Adzoh, on behalf of himself
19 and all others similarly situated
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