

David R. Markham (SBN 071814)
dmarkham@markham-law.com
Maggie Realin (SBN 263639)
mrealin@markham-law.com
Lisa Brevard (SBN 323391)
lbrevard@markham-law.com
THE MARKHAM LAW FIRM
888 Prospect Street
La Jolla, California 92037
Tel.: (619) 399-3995 Fax: (619) 615-2067

Attorneys for Plaintiff on behalf of herself
and all others similarly situated

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

CHETERRA YOUNG, an individual, on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

PFT ALEXANDER, INC., a California
Corporation, and DOES 1 through 10,

Defendant.

Case No. 23STCV07449

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT
FOR:**

- (1) **FAILURE TO PAY REGULAR AND/OR OVERTIME WAGES;**
- (2) **FAILURE TO PROVIDE MEAL PERIODS;**
- (3) **FAILURE TO PROVIDE REST PERIODS;**
- (4) **FAILURE TO FURNISH TIMELY AND ACCURATE WAGE STATEMENTS;**
- (5) **FAILURE TO KEEP ACCURATE PAYROLL RECORDS**
- (6) **FAILURE TO PAY ALL WAGES DUE UPON TERMINATION;**
- (7) **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW ("UCL"), Bus. & Prof. Code § 17200 *et seq.*;**
- (8) **VIOLATION OF PRIVATE ATTORNEY GENERAL ACT (PAGA) (Labor Code §2699, *et seq.*)**

DEMAND FOR JURY TRIAL

FILED
Superior Court of California
County of Los Angeles
06/12/2023

David W. Slayton, Executive Officer / Clerk of Court
By: K. Martinez Deputy

1 Plaintiff CHETERRA YOUNG ("Plaintiff"), by and through her attorneys of record, brings
2 this Class and Representative Action Complaint against Defendant PFT ALEXANDER, INC., and
3 DOES 1 through 10 ("PFT Alexander" or "Defendant"), and respectfully alleges the following:
4

5 **NATURE OF THE ACTION**

6 1. This is a class and representative action arising from Defendant's violations of the
7 California Labor Code, including for failure to pay for all hours worked, provide meal and rest
8 periods, provide accurate wage statements, keep accurate payroll records, pay all wages due at
9 termination of employment, and other violations of the California Labor Code as listed in the
10 subsequent paragraphs.

11 2. As set forth below, Defendant failed to timely pay straight time and overtime wages
12 to its California non-exempt employees in violation of California Labor Code sections 510(a),
13 1194, 1998, and the applicable Industrial Wage Order; failed to provide timely and uninterrupted
14 meal and rest periods to its California non-exempt employees in violation of California Labor Code
15 sections 512 and 226.7, and the applicable Industrial Wage Order; failed to pay its employees one
16 hour of pay at the regular rate of compensation for each instance that Defendant failed to provide
17 statutorily mandated rest periods and timely off-duty meal periods; failed to furnish timely and
18 accurate wage statements; failed to maintain accurate records; failed to pay all wages due upon
19 termination; and, is in violation of California's Unfair Competition Law ("UCL") and the Private
20 Attorneys General Act of 2004 ("PAGA").

21 3. Plaintiff seeks to represent and prosecute claims against Defendant in class and
22 representative action proceedings on behalf of all those similarly situated who are or were residents
23 of the State of California.

24 **JURISDICTION AND VENUE**

25 4. This Court has jurisdiction over this action because this is a civil action where the
26 matter in controversy, exclusive of interest and costs, exceeds the jurisdictional minimum of the
27 Court. The acts and omissions complained of in this action took place in the State of California.

28 5. Venue is proper in this county, because upon information and belief, Plaintiff was
employed by Defendant within this county. Further, Defendant's principal place of business is in

1 Los Angeles County, and Defendant conducts substantial business and commits Labor Code
2 violations within this county. The unlawful acts alleged have a direct effect on Plaintiff and other
3 employees within the State of California and Los Angeles County and on employees in Defendant's
4 locations within the state of California.

5 **PARTIES**

6 6. Plaintiff CHETERRA YOUNG is a resident of Bellflower, California, located in Los
7 Angeles County. Plaintiff was employed by Defendant from approximately June 20, 2022 to
8 approximately March 8, 2023. Plaintiff was employed as a non-exempt, hourly-paid employee at
9 Defendant's location in Signal Hill, California.

10 7. Plaintiff is informed and believes, and on that basis, alleges Defendant PFT
11 ALEXANDER, INC., is, and at all relevant times was, a California corporation authorized to do
12 business in the State of California.

13 8. At all relevant times, Defendant was doing business throughout California,
14 including Los Angeles County. Defendant operates three locations throughout California, including
15 within Los Angeles County, Bakersfield, and the Bay Area. Defendant is a recognized leader in the
16 Manufacturing, Sales and Service Calibration of Flow Measurement and Control Equipment and
17 Systems. See <https://www.pft-alexander.com/about.html>.

18 9. DOES 1 to 10, inclusive, are now, and/or at all times mentioned in this Complaint
19 were licensed to do business and/or actually doing business in California.

20 10. Plaintiff does not know the true names or capacities, whether individual, partner or
21 corporate, of DOES 1 to 10, inclusive and for that reason, DOES 1 to 10 are sued under such
22 fictitious names pursuant to California Code of Civil Procedure ("CCP") §474.

23 11. Plaintiff will seek leave of court to amend this Complaint to allege such names and
24 capacities as soon as they are ascertained.

25 12. Plaintiff is informed and believes, and on that basis, alleges Defendant is and was an
26 employer as defined in and subject to the California Labor Code and the Industrial Welfare
27 Commission Wage Orders.

28 13. Plaintiff is informed and believes, and on that basis, alleges Defendant, was at all

1 relevant times acting as actual agents, conspirators, partners and/or joint ventures and/or employees
2 of all other Defendants, and that all acts alleged herein occurred within the course and scope of said
3 agency, employment, partnership, and joint venture, conspiracy or enterprise, and with the express
4 and/or implied permission, knowledge, consent, authorization and ratification of their co-
5 defendants.

6 **CONDUCT**

7 14. Plaintiff Cheterra Young worked as a non-exempt, hourly-paid employee at
8 Defendant's principal office located in Signal Hill, California.

9 15. Defendant does not pay Plaintiff and other class members for all hours worked.
10 Plaintiff and other class members were told by Defendant not to not clock in until their scheduled
11 shift time if they had to report to work early, forcing Plaintiff and other class members to work off
12 the clock. Further, Plaintiff was frequently interrupted and called back to work during her meal
13 breaks and was not paid for that time worked and/or the premium payments she was entitled to. As
14 such, in violation of Labor Code §§ 510(a), 1194, 1998, and the applicable Industrial Wage Orders,
15 Defendant, by failing to pay the Plaintiff and all others similarly situated for all hours worked,
16 failed to timely pay all straight time and/or overtime wages due.

17 16. Plaintiff and other class members are frequently interrupted while on their meal
18 periods due to press of business. Further, Defendant's policy incorrectly advised its non-exempt
19 employees that meal periods must commence before the sixth hour of work for the first meal break,
20 and before eleventh hour of work for the second meal break. This violates Labor Code § 512(a),
21 which provides that: "An employer may not employ an employee for a work period of more than
22 five hours per day without providing the employee with a meal period of at least 30 minutes... An
23 employer may not employ an employee for a work period of more than 10 hours per day without
24 providing the employee with a second meal period of not less than 30 minutes..." Plaintiff and
25 other class members were not paid meal break premiums for those missed, late, or interrupted meal
26 breaks, in violation of Labor Code § 226.7(c). Further, Plaintiff and other class members were not
27 paid meal premiums for all missed or non-compliant meal breaks at a correct rate of pay.

28 17. For the same reasons Plaintiff and class members were not able to take their meal

1 periods, as detailed above, often, Plaintiff was not allowed to take rest periods as provided by Labor
2 Code § 226.7 and the applicable Wage Order. Plaintiff and other class members were not provided
3 rest periods, due to the press of business. Thus, Defendant did not relieve class members from their
4 duties and did not relinquish control over how Plaintiff and other class members spend their time,
5 making Defendant liable for premium payments. *See Augustus v. ABM Sec. Servs., Inc.*, 2 Cal. 5th
6 257 (2016):

7
8 One cannot square the practice of compelling employees to remain at the ready,
9 tethered by time and policy to particular locations or communications devices,
10 with the requirement to relieve employees of all work duties and employer
11 control during 10-minute rest periods...These obligations are irreconcilable with
12 employees' retention of freedom to use rest periods for their own purposes.

13 *Id.* at 269-70.

14 18. Further, Defendant provided Plaintiff and other class members with uniform,
15 incomplete, and inaccurate wage statements. Defendant willfully and knowingly omitted required
16 information from the wage statements of Plaintiff and other class members. Plaintiff and other class
17 members' wage statements failed to correctly state the rate of pay for regular and overtime wages,
18 meal and rest period premiums, and consequently the gross and net wages due, among other
19 required information. Because of Defendant's failure to list the correct regular and overtime rates of
20 pay, gross wages earned, net wages, and meal and rest break premiums earned on wage statements,
21 Plaintiff and other class members have been prevented from verifying, solely from information on
22 the wage statements themselves, that they were paid correctly and in full.

23 19. Defendant is liable to Plaintiff and the class for failing pay all wages due to them,
24 including regular and/or overtime wages; failing to pay meal and rest break premiums; failing to
25 provide wage statements that were accurately itemized to reflect the gross and net wages they
26 earned and the manner by which they earned these wages; failing to keep accurate payroll records;
27 failing to pay all wages due upon termination of employment; failing to pay all wages, including
28 overtime wages, to employees within the required time period as provided by Labor Code § 204;
and violation of California's unfair competition law.

20. Plaintiff is a member of, and seeks to be a representative for, the class of similarly
situated employees who all have been exposed to, have suffered, and/or were permitted to work

1 under Defendant's unlawful employment practices as alleged herein.

2 **EXHAUSTION OF PAGA NOTICE REQUIREMENT**

3 21. Plaintiff exhausted the notice requirement by filing a complaint with the Labor and
4 Workforce Development Agency ("LWDA") in her letter dated April 5, 2023, as required under the
5 *California Labor Code Private Attorney General Act* ("PAGA"). A true and correct copy of
6 Plaintiff's letter is attached hereto as **Exhibit A** and is incorporated herein by reference. The
7 LWDA did not assume jurisdiction over the applicable penalty claims alleged; therefore, Plaintiff
8 has exhausted the procedural requirement under PAGA to pursue any and all penalty claims as
9 provided under PAGA.

10 **CLASS DEFINITIONS AND CLASS ALLEGATIONS**

11 22. Plaintiff brings this action on behalf of herself and on behalf of all others similarly
12 situated, and as a member of the Class she seeks to represent. The class period is from four years
13 prior to the filing of the Complaint in this action until the trial of this action ("class period.") The
14 Class is defined as:

15 *All current and former non-exempt, hourly-paid employees who worked for*
16 *Defendant within the State of California at any time during the time period*
17 *commencing four years before this complaint was filed, and until the present*
("class period").

18 23. Plaintiff further seeks to represent the following subclasses:

- 19 a. All current and former non-exempt, hourly-paid employees who worked for
20 Defendant within the State of California at any time during the time period
21 commencing four years before this complaint was filed, and until the present
22 ("class period"), who worked at least one shift less than eight hours in a workday
23 and/or worked less than 40 hours during the workweek ("Regular Wage
24 Subclass");
- 25 b. All current and former non-exempt, hourly-paid employees who worked for
26 Defendant within the State of California at any time during the time period
27 commencing four years before this complaint was filed, and until the present
28 ("class period"), who worked at least one shift longer than eight hours in a
workday and/or worked more than 40 hours during the workweek ("Overtime

Subclass”);

- c. All current and former non-exempt, hourly-paid employees who worked for Defendant within the State of California at any time during the time period commencing four years before this complaint was filed, and until the present (“class period”), who worked at least one shift longer than five hours in a workday (“Meal Break Subclass”);
- d. All current and former non-exempt, hourly-paid employees who worked for Defendant within the State of California at any time during the time period commencing four years before this complaint was filed, and until the present (“class period”), who worked at least one shift longer than three and a half hours in a workday (“Rest Break Subclass”);
- e. All current and former non-exempt, hourly-paid employees who worked for Defendant within the State of California at any time during the time period commencing four years before this complaint was filed, and until the present (“class period”), who have received at least one wage statement from Defendant. (“Wage Statement Subclass”);
- f. All members of the Class and Subclasses (a) through (d) who separated employment with Defendant within the statute of limitations period applicable to claims under section 203 of the California Labor Code (“Waiting Time Penalties Subclass”);
- g. All current and former non-exempt, hourly-paid employees who worked for Defendant within the State of California at any time during the time period commencing four years before this complaint was filed, and until the present (“class period”), regarding whom Defendant has engaged in unlawful, unfair and/or fraudulent business acts or practices prohibited by B&PC §17200, *et seq.* as specifically described herein (“UCL Subclass”).

24. The above-referenced class and/or subclasses shall be collectively known as the Plaintiff Class.

1 25. Plaintiff reserves the right to amend or otherwise alter the class definition, or to
2 propose or eliminate subclasses, in response to facts learned through discovery, legal arguments
3 advanced by Defendant, or otherwise.

4 26. This action has been brought and may be properly maintained as a class action
5 pursuant to the provisions of Code of Civil Procedure § 382 and other applicable law.

6 27. **Numerosity of the Class:** Pursuant to Code of Civil Procedure § 382, members of
7 the Class are so numerous that their individual joinder is impracticable. Plaintiff estimates, on
8 information and belief, that there are at minimum 100, or more, current or former non-exempt
9 employees of Defendant employed in California during the class period. The identity of individuals
10 qualifying for class membership is readily ascertainable via inspection of the personnel records and
11 other documents maintained by Defendant in the normal course of business. Class members may be
12 notified of the pendency of this action by mail, electronic mail, the Internet, or published notice.

13 28. **Existence of Predominance of Common Questions of Law and Fact:** Pursuant to
14 Code of Civil Procedure § 382, common questions of law and fact and common answers exist as to
15 all members of the Class. These questions predominate over any questions affecting only individual
16 Class members. These common legal and factual questions and answers include:

- 17 a. whether members of the Plaintiff Class were not paid all wages owed to them,
18 including regular and overtime, and at the correct rate;
- 19 b. whether members of the Plaintiff Class were not provided with uninterrupted,
20 duty-free meal breaks of at least 30 minutes;
- 21 c. whether members of the Plaintiff Class were not permitted and authorized to take
22 uninterrupted rest breaks;
- 23 d. whether Defendant's meal and rest break policies are lawful;
- 24 e. whether members of the Plaintiff Class were not provided with accurate wage
25 statements as required by Labor Code section 226;
- 26 f. Whether Defendant maintained accurate time records of off-duty thirty (30)
27 minute meal breaks taken by Plaintiff and members of the class in accordance
28 with the applicable IWC Wage Order;

- 1 g. Whether Defendant maintained accurate time records of all hours worked by
2 Plaintiff and members of the class in accordance with the applicable IWC Wage
3 Order;
4
5 h. Whether Defendant violated Labor Code § 201-203 by failing to pay all wages
6 due upon termination to all Class members who were terminated or voluntarily
7 quit;
8
9 i. whether Defendants' conduct constitutes unfair competition within the meaning
10 of B&PC §17200, *et seq.*;
11
12 j. whether the members of the Plaintiff's Class are entitled to compensatory
13 damages, and if so, the means of measuring such damages; and
14
15 k. whether Defendants are liable for attorneys' fees and costs.

16 29. **Typicality:** Plaintiff's claims are typical of the claims of the members of the class
17 she seeks to represent because Plaintiff, as non-exempt employee of Defendant, was exposed and
18 subjected to the same unlawful business practices as other employees employed by Defendant
19 during the class period. Plaintiff and the members of the class she seeks to represent sustained the
20 same types of damages and losses.

21 30. **Adequacy:** Plaintiff is an adequate representative of the class she seeks to represent
22 because her interests do not conflict with the interests of the members of the class Plaintiff seeks to
23 represent. Plaintiff has retained counsel competent and experienced in complex class action
24 litigation and Plaintiff intends to prosecute this action vigorously. The interests of the members of
25 the class will be fairly and adequately protected by Plaintiff and her counsel.

26 31. **Superiority and Substantial Benefit:** The class action is superior to other
27 available means for the fair and efficient adjudication of Plaintiff's and the Class members' claims.
28 The damages suffered by each individual Class member may be limited. Damages of such
magnitude are small given the burden and expense of individual prosecution of the complex and
extensive litigation necessitated by Defendant's conduct. Further, it would be virtually impossible
for the Class members to redress the wrongs done to them on an individual basis. Even if members
of the Class themselves could afford such individual litigation, the court system could not.

1 Individualized litigation increases the delay and expense to all parties and the court system due to
2 the complex legal and factual issues of the case. By contrast, the class action device presents far
3 fewer management difficulties and provides the benefits of single adjudication, economy of scale,
4 and comprehensive supervision by a single court.

5 32. The Class should also be certified because:

- 6 a. The prosecution of separate actions by individual members of the Class would create a
7 risk of inconsistent or varying adjudications with respect to individual Class members
8 which would establish incompatible standards of conduct for Defendant;
9 b. The prosecution of separate actions by individual members of the Class would create a
10 risk of adjudication with respect to them, which would, as a practical matter, be
11 dispositive of the interests of the other Class members not parties to the adjudications,
12 or substantially impair or impede their ability to protect their interests; and
13 c. Defendant has acted or refused to act on grounds generally applicable to the Class,
14 and/or the general public, thereby making appropriate final and injunctive relief with
15 respect to the Class as a whole.

16 **FIRST CAUSE OF ACTION**
17 **FAILURE TO PAY REGULAR AND/OR OVERTIME WAGES**
18 **(Violation of Labor Code §§ 216, 218.5, 510(a), 1194, 1197 and 1998,**
19 **and the applicable Industrial Wage Order)**
20 **(Against all defendants)**

21 33. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth
22 herein.

23 34. California Labor Code establishes the fundamental right of all employees in the
24 State of California to be paid wages for their work in a timely fashion.

25 35. Pursuant to the applicable Wage Order, Defendant is required to pay Plaintiff for all
26 hours worked, meaning all the time in which an employee is subject to the control of the
27 employer.

28 36. Plaintiff and other class members were told by Defendant not to not clock in until
their scheduled shift time if they had to report to work early, forcing Plaintiff and other class
members to work off the clock. Further, Plaintiff was frequently interrupted and called back to

1 work during her meal periods and was not paid for that time worked. As a result, Plaintiff and
2 other class members worked hours they were not paid for. Plaintiff and the Plaintiff Class
3 therefore seek unpaid wages and penalties.

4 37. Defendant, as a matter of established company policy and/or practice in the State of
5 California, scheduled to work and/or required, suffered or permitted Plaintiff and class members to
6 work, without paying them for each and every hour worked during their employment at PFT
7 Alexander.

8 38. Defendant's pattern, practice, and uniform administration of corporate policy
9 regarding illegal employee compensation as described herein is unlawful, and entitles Plaintiff to
10 recover, pursuant to Labor Code section 218, the unpaid balance of the straight time compensation
11 owed to her.

12 39. Labor Code § 510 and the applicable Wage Order provide that employees in
13 California shall not be employed more than eight hours in any workday or forty hours in a
14 workweek unless they receive additional compensation beyond their regular wages in amounts
15 specified by law. Specifically, Labor Code § 510(a) requires that: Any work in excess of eight
16 hours in one workday and any work in excess of 40 hours in any one workweek and the first eight
17 hours worked on the seventh day of work in any one workweek shall be compensated at the rate of
18 no less than one and one-half times the regular rate of pay for an employee.

19 40. Labor Code § 1194 establishes an employee's right to recover unpaid overtime
20 compensation, and interest thereon, together with the costs of suit, and attorneys' fees. Labor
21 Code §1198 makes employment of an employee for longer hours than the IWC set or under
22 conditions the IWC prohibits unlawful.

23 41. During the class period, Plaintiff and other class members have worked more than
24 eight hours in a workday, and/or more than forty hours in a workweek.

25 42. During the class period, Defendant has failed to pay Plaintiff and other class
26 members the overtime compensation premium for those unpaid hours they have worked in excess
27 of the maximum hours permissible by law as required by Labor Code § 510 and 1198, and the
28 applicable Wage Order.

43. By virtue of Defendant's unlawful failure to pay for all wages earned and all hours worked and failure to pay the lawful overtime rate of compensation to the Plaintiff and other class members, Plaintiff and other class members have suffered, and will continue to suffer, damages in amounts which are presently unknown to them, but which exceed the jurisdictional limits of this Court and will be ascertained according to proof at trial.

44. Defendant acted and is acting intentionally and oppressively toward Plaintiff and other class members with a conscious disregard of their rights, or the consequences to them, with the intent of depriving them of property and legal rights and otherwise causing them injury.

45. Plaintiff and other class members request recovery of regular and/or overtime compensation according to proof, interest, attorneys' fees, expenses, and costs pursuant to Labor Code § 218.5, 218.6, 1194(a), and Civil Code §§3287(b) and 3289, as well as the assessment of any statutory penalties against Defendant, in a sum as provided by the Labor Code, the applicable Wage Orders, and/or other statutes.

SECOND CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS
(Violation of Labor Code §§ 512, 226.7, and the applicable Wage Order)
(Against all defendants)

46. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth herein.

47. California Labor Code § 226.7(b) provides, “An employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable order of the Industrial Welfare Commission”.

48. The applicable Wage Order provides, in pertinent part: “[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee.”

49. Labor Code § 512(a) provides, in pertinent part: “[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the

1 employee is no more than six hours, the meal period may be waived by mutual consent of both the
2 employer and employee.”

3 50. As alleged herein, Defendant failed to authorize and permit timely and
4 uninterrupted meal periods during the Class period. Further, Defendant’s policy failed to correctly
5 advise the timeliness rules of the meal breaks, as provided in section 512 of the California Labor
6 Code. Plaintiff and other class members were frequently interrupted while on their meal periods
7 due to press of business. Thus, Plaintiff and other class members were required to work without a
8 timely and uninterrupted meal break at the direction of Defendant and/or with Defendant’s
9 knowledge and acquiescence.

10 51. By its actions in requiring its employees to work through meal periods and/or its
11 failure to relieve the employees of their duties for their off-duty meal periods, Defendant has
12 violated California Labor Code §§ 226.7, 512 and the applicable Wage Order, and is liable to
13 Plaintiff and the class.

14 52. As a result of the unlawful acts of Defendant, Plaintiff and other class members
15 have been deprived of timely off-duty meal periods, and are entitled to recovery under Labor Code
16 §§ 226.7(c), 512 and the applicable Wage Order, in the amount of one additional hour of pay at
17 the employee’s regular rate of compensation for each workday in which Defendant failed to
18 provide its employees with timely statutory off-duty meal periods. See *Ferra v. Loews Hollywood*
19 *Hotel, LLC*---P.3d---2021 WL 2965438 (July 15, 2021).

20 53. Pursuant to Labor Code §218.6 and CC §3287, the Plaintiff and other class
21 members seek recovery of pre-judgment interest on all amounts recovered herein.

22 54. Plaintiff and other class members are entitled to seek and recover reasonable
23 attorneys’ fees and costs pursuant to Labor Code §§ 226.7 and 512.

24 **THIRD CAUSE OF ACTION**
25 **FAILURE TO PROVIDE REST PERIODS**
26 **(Violation of Labor Code §§ 226.7 and the applicable Wage Order)**
27 **(Against all defendants)**

28 55. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth
herein.

1 56. California Labor Code § 226.7(b) provides, “An employer shall not require an
2 employee to work during a meal or rest period mandated pursuant to an applicable order of the
3 Industrial Welfare Commission”.

4 57. The applicable wage order provides, in pertinent part: “[e]very employer shall
5 authorize and permit all employees to take rest periods, which insofar as practicable shall be in the
6 middle of each work period. The authorized rest period time shall be based on the total hours
7 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction
8 thereof. However, a rest period need not be authorized for employees whose total daily work time
9 is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours
10 worked for which there shall be no deduction from wages”.

11 58. The applicable wage order further provides: “[i]f an employer fails to provide an
12 employee with a rest period in accordance with the applicable provisions of this order, the
13 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
14 compensation for each workday that the rest period is not provided”. *See Ferra v. Loews*
15 *Hollywood Hotel, LLC*---P.3d---2021 WL 2965438 (July 15, 2021).

16 59. As alleged herein, Defendant failed to authorize and permit rest breaks during the
17 class period. Plaintiff and other class members were required to work through rest periods at the
18 direction of Defendant and/or with Defendant’s knowledge and acquiescence. Further, Employer
19 maintains an unlawful policy which states: “From time to time, due to client needs, an employee
20 may be asked to interrupt their rest periods, assist the client and take their rest period at a later
21 time” in violation of Labor Code section 226.7, which provides that a premium payment is a
22 remedy to be provided for non-compliant rest breaks.

23 60. By its actions in requiring its employees during the class period to work through
24 rest periods and/or its failure to relieve the employees of their duties for their rest periods,
25 Defendant violated the applicable Wage Order and California Labor Code § 226.7 and is liable to
26 Plaintiff and the class.

27 61. Defendant’s unlawful conduct alleged herein occurred in the course of employment
28 of Plaintiff and all others similarly situated and such conduct has continued through the filing of

1 this complaint.

2 62. As a direct and proximate result of Defendant's unlawful action, Plaintiff and the
3 class have been deprived of timely rest periods and/or were not paid for rest periods taken during
4 the Class period, and are entitled to recovery under Labor Code § 226.7(c) in the amount of one
5 additional hour of pay at the employee's regular rate of compensation for each workday in which
6 Defendant failed to provide employees with timely and/or paid rest periods.

7 63. Plaintiff, and the other class members, are entitled to seek and recover reasonable
8 attorneys' fees and costs pursuant to Labor Code § 226.7.

9 **FOURTH CAUSE OF ACTION**
10 **FAILURE TO FURNISH TIMELY AND ACCURATE WAGE STATEMENTS**
11 **(Violation of Labor Code §226)**
12 **(Against all defendants)**

13 64. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth
14 herein.

15 65. California Labor Code § 226(a) provides: "[e]very employer shall, semimonthly or
16 at the time of each payment of wages, furnish each of his or her employees, either as a detachable
17 part of the check, draft, or voucher paying the employee's wages, or separately when wages are
18 paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages
19 earned, (2) total hours worked by the employee [...], (3) the number of piece-rate units earned and
20 any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided
21 that all deductions made on written orders of the employee may be aggregated and shown as one
22 item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7)
23 the name of the employee and only the last four digits of his or her social security number, [...],
24 (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates
25 in effect during the pay period and the corresponding number of hours worked at each hourly rate
26 by the employee..."

27 66. Labor Code § 226(e) provides that an employee is entitled to recover \$50 for the
28 initial pay period in which a violation of Labor Code § 226 occurs and \$100 for each subsequent
pay period, for all pay periods in which the employer knowingly and intentionally failed to

1 provide accurate itemized statements to the employee causing the employee to suffer injury.

2 67. Plaintiff is informed, believes and thereon alleges that at all times relevant,
3 Defendant knowingly and intentionally failed to furnish and continues to knowingly and
4 intentionally fail to furnish Plaintiff and the class with timely and accurate itemized statements
5 showing the gross wages earned by each of them, as required by Labor Code § 226(a), in that the
6 premiums owed to Plaintiff and the class for untimely or interrupted meal and rest periods were
7 not included in gross wages earned by Plaintiff and the class.

8 68. Further, wages owed to Plaintiff and the class for overtime hours worked, and the
9 time worked through meal breaks, were not included in gross wages earned by Plaintiff and the
10 class.

11 69. Defendant's failure to provide Plaintiff and the class with accurate itemized wage
12 statements during the Class Period has caused Plaintiff and the class to incur economic damages in
13 that they were not aware that they were owed and not paid compensation for missed rest periods
14 and on-duty meal periods, and for all hours worked. In addition, Defendant provided inaccurate
15 information regarding hours worked, which masked its underpayment of wages to Plaintiff and the
16 class.

17 70. As a result of Defendant's issuance of inaccurate itemized wage statements to
18 Plaintiff and the class in violation of Labor Code § 226(a), Plaintiff and the class are each entitled
19 to recover penalties pursuant to Labor Code § 226(e).

20 **FIFTH CAUSE OF ACTION**
21 **FAILURE TO KEEP ACCURATE PAYROLL RECORDS**
22 **(Violation of Labor Code § 1174)**
(Against all defendants)

23 71. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth
24 herein.

25 72. Labor Code § 1174(d), requires an employer to keep at a central location in
26 California or at the plant or establishment at which the employees are employed, payroll records
27 showing the hours worked daily, and the wages paid to each employee. Plaintiff is informed and
28 believes that Defendant willfully failed to make or keep accurate records for Plaintiff and Class

1 members.

2 73. The applicable Wage Order requires that every employer shall keep accurate
3 information with respect to each employee, including time records showing when each employee
4 begins and ends each work period, the total daily hours worked by each employee and the total
5 hours worked in each payroll period, and applicable rates of pay. Plaintiff is informed and believes
6 that Defendant willfully and intentionally failed to make and/or keep records which accurately
7 reflect the hours worked by Plaintiff and Class members. Specifically, Plaintiff believes that
8 Defendant's records do not accurately reflect the hours worked by Plaintiff and the class, do not
9 correctly list regular and overtime rates of pay, do not accurately record Plaintiff and Class
10 Members' meal breaks, and do not correctly list the gross wages and net wages, and meal and rest
11 break premiums earned by them.

12 74. Plaintiff is informed and believes that Defendant's failure to keep accurate payroll
13 records, as described above, violated Labor Code § 1174(d) and the applicable wage order. Plaintiff
14 and the class are entitled to penalties of \$100.00 for the initial violation and \$200.00 for each
15 subsequent violation for every pay period during which these records and information were not kept
16 by Defendant.

17 75. Plaintiff is informed and believes that Defendant's failure to keep and maintain
18 accurate records and information, as described above, was willful, and Plaintiff and the class are
19 entitled to a statutory penalty of \$500.00 for Plaintiff and each Class Member pursuant to Labor
20 Code § 1174.5

21 76. Plaintiff and the class are each entitled to recover interest, attorney's fees and costs
22 pursuant to Labor Code §1174, as well as all statutory penalties and attorneys' fees against
23 Defendant.

24 **SIXTH CAUSE OF ACTION**
25 **FAILURE TO PAY ALL WAGES DUE UPON TERMINATION**
26 **(Violation of Labor Code §§ 201-203)**
27 **(Against all defendants)**

27 77. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth
28 herein.

78. California Labor Code §§ 201-203 provides that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two hours thereafter, unless the employee has given seventy-two hours prior notice of his or her intention to quit in which case the employee is entitled to his or her wages at the time of quitting.

79. During the Class period, Defendant willfully failed to pay Plaintiff and Class Members who are no longer employed by Defendant all their earned wages, specifically, meal and rest period premiums not paid for missed or interrupted meal and rest periods, and wages for all hours worked, including overtime, either at the time of discharge or within seventy-two hours of their leaving Defendant's employ in violation of California Labor Code §§ 201, 202, and 203.

80. Therefore, Plaintiff and members of the class are entitled to waiting time penalties for each day that has passed that they have not received all wages owed to them, up to 30 days.

SEVENTH CAUSE OF ACTION
VIOLATION OF CALIFORNIA’S UNFAIR COMPETITION LAW
(Violation of California’s Unfair Competition Law, Bus. & Prof. Code §§ 17200 *et seq.*)
(Against all defendants)

81. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth herein.

82. Defendant is a “person” as that term is defined under Cal. Bus. and Prof. Code §17201.

83. Cal. Bus. And Prof. Code § 17200 defines unfair competition as any unlawful, unfair, or fraudulent business act or practice.

84. During the Class Period, by and through the conduct described in the preceding paragraphs, Defendant has engaged in unfair and unlawful practices by failing to pay all wages due to Plaintiff and other class members, including meal and rest break premium wages, at the correct rate of pay, as mandated by the applicable provisions of the Labor Code specified in causes of actions one through three above, as well as § 204 of the Labor Code, and the applicable Wage Order(s), in violation of California Business and Professions Code § 17200 et seq., and has thereby

1 deprived Plaintiff and other class members of fundamental rights and privileges.

2 85. By and through the unfair and unlawful business practices described in this
3 complaint, PFT Alexander has obtained valuable property, money, and services from the Plaintiff
4 and the other class members and has deprived them of valuable rights and benefits guaranteed by
5 law, all to their detriment.

6 86. All the acts described herein as violations of, among other things, the Cal. Lab. Code
7 and Industrial Welfare Commission Wage Order, are unlawful and in violation of public policy; and
8 in addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and
9 unlawful business practices in violation of California Business and Professions Code § 17200 *et*
10 *seq.*

11 87. Plaintiff and other class members are entitled to, and do, seek such relief as may be
12 necessary to restore to them the money and property which PFT Alexander has acquired, or of
13 which Plaintiff and other class members have been deprived, by means of the above described
14 unfair and unlawful business practices.

15 88. Plaintiff and other class members are further entitled to, and do, seek a declaration
16 that Defendant's above-described business practices are unfair and unlawful and that an injunctive
17 relief should be issued requiring Defendant to adhere its business practices and policies to
18 California law, and restraining PFT Alexander from engaging in any of the above described unfair
19 and unlawful business practices in the future.

20 89. Plaintiff and other class members have no plain, speedy, and/or adequate remedy at
21 law to redress the injuries which they have suffered as a consequence of the unfair and unlawful
22 business practices of PFT Alexander. As a result of the unfair and unlawful business practices
23 described above, Plaintiff and other class members have suffered and will continue to suffer
24 irreparable harm unless PFT Alexander is restrained from continuing to engage in these unfair and
25 unlawful business practices. In addition, PFT Alexander should be required to disgorge the unpaid
26 moneys to Plaintiff and the other class members.

27 90. Pursuant to Code of Civil Procedure § 1021.5, Plaintiff requests that the court award
28 them reasonable attorneys' fees and costs incurred by her in this action.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EIGHTH CAUSE OF ACTION

**Violation of Private Attorney General Act (PAGA) Claim
(Cal. Lab. Code §§2698 and 2699, *et. seq.*)**

91. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth herein.

92. Labor Code §§ 2698 and 2699 (The California Private Attorney General Act of 2004, or “PAGA”), expressly establish that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by The Labor and Workforce Development Agency (“LWDA”), or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

93. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees has discretion to assess a civil penalty, a fact-finder in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

94. Plaintiff Young is an “aggrieved employee” as defined by Labor Code § 2699, because she is an employee of Defendant, and one or more of the Labor Code violations was committed against her.

95. Plaintiff Young asserts all of her claims in this Complaint against Defendant on behalf of herself, and all other members of the Class and/or on behalf of all aggrieved employees, as well as the general public, in his capacity as “private attorney general”, and seek all statutory penalties available under the Labor Code.

96. By reason of the above and pursuant to Labor Code § 2699, Plaintiff Young on behalf of herself, and all other members of the Class and/or on behalf of all aggrieved employees, as well as the general public, are entitled to payment of a penalty of \$100 per pay period for each employee for the initial violation, and \$200 per pay period for each employee for each subsequent violation, plus interest.

97. In addition, Plaintiff Young, on behalf of herself, and all other members of the Class

1 and/or behalf of all aggrieved employees, as well as the general public, seek and are entitled to have
2 75% of all recovered penalties and interest allocated to the LWDA and 25% to the Plaintiff Class.
3 Further, Plaintiff Young is entitled to seek and recover reasonable attorneys' fees, expenses and
4 costs pursuant to Labor Code § 2699, and any other applicable statutes.

5 98. Plaintiff Young complied with the notice requirements of Labor Code § 2699.3(a)(1)
6 prior to commencing this action. A copy of the letter submitted to the California LWDA on April 5,
7 2023, via online filing, and copied to Defendant's Agent for Service of Process in California on the
8 same date, via certified mail, in accordance with section 2699.3(a)(1), is attached hereto as Exhibit
9 A, and by reference incorporated herein.

10 99. As of today's date, the LWDA has not responded to Plaintiff Young's notice.

11 100. Plaintiff Young and the Plaintiff Class are also entitled to reasonable attorneys' fees
12 and costs, pursuant to California Labor Code § 2699(g)(1).

13 **PRAYER**

14 WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, prays for
15 judgment against Defendant as to the appropriate causes of action as follows:

- 16 A. An order that this action may proceed and be maintained as a class action;
17 B. An order appointing Plaintiff as representative for the Class and Subclasses;
18 C. An order appointing Plaintiff's counsel as counsel for the Class and Subclasses;
19 D. For all straight-time wages owed to Plaintiff and each Class Member for
20 all hours worked;
21 E. For all overtime wages owed to Plaintiff and each Class member for all hours worked;
22 F. For other compensatory damages and/or statutory damages and statutory penalties
23 resulting from improper compensation according to proof;
24 G. For one hour of wages due to Plaintiff and each class member for each work period of
25 more than five (5) hours when they did not receive an uninterrupted thirty (30) minute
26 meal period;
27 H. For one hour of wages due to Plaintiff and each class member for each work period of
28 more than three and one-half (3 ½) hours when they did not receive an uninterrupted ten

1 (10) minute rest period for each four (4) hours or major fraction thereof worked;

2 I. For actual damages or statutory penalties under Labor Code § 226(e);

3 J. For statutory penalties pursuant to Labor Code § 1174.5;

4 K. For liquidated damages pursuant to Labor Code § 1194.1;

5 L. For restitutionary disgorgement pursuant to the UCL;

6 M. For penalties for each violation of the Private Attorneys General Act ("PAGA");

7 N. Prejudgment and post-judgment interest at the maximum legal rate;

8 O. Reasonable attorney's fees;

9 P. General, special and consequential damages, to the extent allowed by law;

10 Q. Costs of suit;

11 R. For attorneys' fees pursuant to Code of Civil Procedure §1021.5; and

12 S. Such other equitable relief as the Court may deem just and proper.

13
14 DATED: June 12, 2023

THE MARKHAM LAW FIRM

15
16 

David R. Markham

Maggie Realin

Lisa Brevard

*Attorneys for Plaintiff and all others
similarly situated*

17
18
19
20 **DEMAND FOR JURY TRIAL**

21 Plaintiff demands a trial by jury for herself and the Class members on all claims so triable.

22 DATED: June 12, 2023

THE MARKHAM LAW FIRM

23
24 

David R. Markham

Maggie Realin

Lisa Brevard

*Attorneys for Plaintiff and all others
similarly situated*

Exhibit A

THE MARKHAM LAW FIRM

- 888 Prospect Street, Suite 200 • La Jolla, California 92037 •
- Phone: (619) 399-3995 • Fax: (619) 615-2067 •
- Email: contact@markham-law.com •

April 5, 2023

Via Online Filing:

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, California 94612
<https://dir.tfaforms.net/266>

Re: Wage/Hour Claims of Cheterra Young (“Employee”), on behalf of herself and other aggrieved employees in California against PFT Alexander, Inc. (“PFT Alexander” or “Employer”)

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE § 2699.3

To: PAGA Administrator, California Labor and Workforce Development Agency
 (“LWDA”)

From: Cheterra Young (“Employee”), on behalf of herself and other aggrieved employees in California, who was subjected to the wage and hour practices as set forth below

Pursuant to California Labor Code § 2699.3, this letter is intended to provide written notice of intent to file a representative civil action by an aggrieved employee pursuant to subdivisions (a) and (f) of California Labor Code § 2699. The aggrieved employee is Cheterra Young. The provisions of the California Labor Code that have been violated, including the facts and theories to support the alleged violation, are set forth below. For a more detailed explanation, see **Attachment A**.

Ms. Young is a resident of the State of California. During the applicable time period, Ms. Young was employed in California by PFT Alexander, Inc., as a non-exempt, hourly-paid employee at Defendant’s principal office in Los Angeles County, California.

PFT Alexander employs numerous non-exempt, hourly-paid employees in the State of California. During the relevant time period, the Employer utilized consistent policies and procedures regarding the Employee and others similarly situated, in violation of Labor Code §§ 201-203, 204, 226(a), 226.7, 510, 512, 1174, 1194, 1198, et seq., as follows:

First, Employer did not pay Employee and other aggrieved employees for all hours worked. Employer told Employee if she arrived early for her shift, she was not to not clock in until her scheduled shift time, forcing Employee to work off the clock. Further, Employee was frequently interrupted and called back to work during her meal breaks and was not paid for that time worked and/or the premium payments she was entitled to. As such, in violation of Labor Code §§ 510(a),

1194, 1998 and the applicable Industrial Wage Orders, the Employer, by failing to pay the Employee and all others similarly situated for all hours worked, failed to pay all straight time and/or overtime wages due.

Second, Employer's policies and procedures prevented Employee and other aggrieved employees from taking timely and uninterrupted meal breaks due to press of business and frequent interruptions. Employer's policy advises aggrieved employees that meal periods must commence before the sixth hour of work for the first meal break, and before eleventh hour of work for second meal periods. This violates Labor Code § 512(a), which provides that: "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of at least 30 minutes...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..." Employee and other aggrieved employees were not paid meal break premiums for those late meal periods, in violation of Labor Code § 226.7(c).

Further, here, Employee and other aggrieved employees were not required to record when they took their meal periods. Thus, the work time and meal recordings violate California law. The applicable Wage Order provides that: "[e]very employer shall keep accurate information with respect to each employee including ... [t]ime records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded." Here, Employer's records are incomplete, and they fail to accurately state the beginning and end of all of aggrieved employees' shifts, and/or fail to accurately record the meal breaks.

Third, often, Employee was not provided with rest breaks as provided by Labor Code § 226.7 and the applicable Wage Order. Additionally, Employer maintains an unlawful policy which states: "From time to time, due to client needs, an employee may be asked to interrupt their rest periods, assist the client and take their rest period at a later time" in violation of Labor Code § 226.7, which provides that a premium payment is a remedy to be provided for non-compliant rest breaks. Employee and other aggrieved employees were not paid rest break premiums for those non-complaint rest breaks, in violation of Labor Code § 226.7(c).

Further, California Labor Code § 226(a) provides that every employer is required to furnish each employee with accurate itemized statements in writing showing, in part, "gross wages earned," (Labor Code § 226(a)(1)), "net wages earned" (Labor Code § 226(a)(5)), and "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee..." (Labor Code § 226(a)(9)). Here, because the Employer failed to pay for all regular and/or overtime hours worked at the appropriate straight time and/or overtime rate, and failed to pay meal and rest break premiums, improper paystubs were issued to Employee and other aggrieved employees, and the Employee alleges that the Employer has violated Labor Code § 226(a).

Labor Code section 1174(d) provides that [e]very person employing labor in this state shall... [k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants..." Labor Code Section 1174.5 provides that employers are subject to a \$500

civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), Employer willfully failed to maintain accurate payroll records for Ms. Young and other aggrieved employees by failing to itemize wage statements with correct regular, overtime, and meal and rest break premium rates of pay, and failing to correctly list the gross wages and net wages.

Because Employer failed to list the correct regular and overtime rates of pay, meal and rest break premiums, gross wages earned, and net wages on wage statements, Ms. Young and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Young and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment. Ms. Young and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 226(e), 226.3, 1174.5, and/or 2699(a), (f)-(g).

Further, California Labor Code section 204 requires all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee are due and payable between the 1st and 10th day of the following month. California Labor Code section 204 also requires all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. During the relevant time period, Employer failed to pay Ms. Young and other aggrieved employees all wages due to them within the time period specified by section 204—specifically, regular, overtime and premium wages owed to them.

Ms. Young and other aggrieved employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Lastly, Employer failed to pay all aggrieved employees, whose employment with PFT Alexander terminated within the applicable time period, all their earned wages, specifically meal and rest period premiums not paid for missed or interrupted meal and rest periods, and wages for all hours worked, including overtime, either at the time of discharge or within seventy-two hours of their leaving Employer's employ, in violation of California Labor Code § 201, 202, and 203. To the extent allowed by law, Employee seeks wages as penalties pursuant to Labor Code § 558 and expressly preserves Employee's right to do so.

Ms. Young, as an aggrieved employee and on behalf of herself and all other current or former non-exempt, hourly-paid employees, seeks all penalties or remedies as may be allowed under PAGA, and by this letter gives written notice of her PAGA claim pursuant to Labor Code § 2699.3. Please advise within sixty-five (65) calendar days of the postmark date of this Notice whether the LWDA

intends to investigate the violations alleged above. We understand that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this Notice that the LWDA intends to investigate these allegations, the aggrieved Employee may immediately thereafter commence a civil action against the Employer pursuant to Labor Code § 2699. Any further claims are included in the enclosed Class Action Complaint.

Ms. Young is represented in this matter by The Markham Law Firm.

Very truly yours,

THE MARKHAM LAW FIRM



David R. Markham
Maggie K. Realin
Lisa Brevard

cc: (via Certified Mail)

PFT Alexander, Inc.
Attn: Legal Department
3250 E Grant Street
Signal Hill, CA 90755

Agent for Service of Process for
PFT Alexander, Inc.
Attn: John R. Keefner
3250 E Grant Street
Signal Hill, CA 90755

Attachment A

David R. Markham (SBN 071814)
dmarkham@markham-law.com

Maggie Realin (SBN 263639)
mrealin@markham-law.com

Lisa Brevard (SBN 323391)
lbrevard@markham-law.com

THE MARKHAM LAW FIRM

888 Prospect Street
La Jolla, California 92037
Tel.: (619) 399-3995 Fax: (619) 615-2067

Attorneys for Plaintiff on behalf of herself
and all others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

CHETERRA YOUNG, an individual, on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

PFT ALEXANDER, INC., a California
Corporation, and DOES 1 through 10,

Defendant.

Case No.

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT
FOR:**

- (1) FAILURE TO PAY REGULAR AND/OR OVERTIME WAGES;
- (2) FAILURE TO PROVIDE MEAL PERIODS;
- (3) FAILURE TO PROVIDE REST PERIODS;
- (4) FAILURE TO FURNISH TIMELY AND ACCURATE WAGE STATEMENTS;
- (5) FAILURE TO KEEP ACCURATE PAYROLL RECORDS
- (6) FAILURE TO PAY ALL WAGES DUE UPON TERMINATION;
- (7) VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW ("UCL"), Bus. & Prof. Code § 17200 *et seq.*;
- (8) VIOLATION OF PRIVATE ATTORNEY GENERAL ACT (PAGA) (Labor Code §2699, *et seq.*)

DEMAND FOR JURY TRIAL

1 Plaintiff CHETERRA YOUNG ("Plaintiff"), by and through her attorneys of record, brings
2 this Class and Representative Action Complaint against Defendant PFT ALEXANDER, INC.
3 ("PFT Alexander" or "Defendant"), and respectfully alleges the following:

4 **NATURE OF THE ACTION**

5 1. This is a class and representative action arising from Defendant's violations of the
6 California Labor Code, including for failure to pay for all hours worked, provide meal and rest
7 periods, provide accurate wage statements, keep accurate payroll records, pay all wages due at
8 termination of employment, and other violations of the California Labor Code as listed in the
9 subsequent paragraphs.

10 2. As set forth below, Defendant failed to timely pay straight time and overtime wages
11 to its California non-exempt employees in violation of California Labor Code sections 510(a),
12 1194, 1998, and the applicable Industrial Wage Order; failed to provide timely and uninterrupted
13 meal and rest periods to its California non-exempt employees in violation of California Labor Code
14 sections 512 and 226.7, and the applicable Industrial Wage Order; failed to pay its employees one
15 hour of pay at the regular rate of compensation for each instance that Defendant failed to provide
16 statutorily mandated rest periods and timely off-duty meal periods; failed to furnish timely and
17 accurate wage statements; failed to maintain accurate records; failed to pay all wages due upon
18 termination; and, is in violation of California's Unfair Competition Law ("UCL") and the Private
19 Attorneys General Act of 2004 ("PAGA").

20 3. Plaintiff seeks to represent and prosecute claims against Defendant in class action
21 proceedings on behalf of all those similarly situated who are or were residents of the State of
22 California.

23 **JURISDICTION AND VENUE**

24 4. This Court has jurisdiction over this action because this is a civil action where the
25 matter in controversy, exclusive of interest and costs, exceeds the jurisdictional minimum of the
26 Court. The acts and omissions complained of in this action took place in the State of California.

27 5. Venue is proper in this county, because upon information and belief, Plaintiff was
28 employed by Defendant within this county. Further, Defendant's principal place of business is in

1 Los Angeles County, and Defendant conducts substantial business and commits Labor Code
2 violations within this county. The unlawful acts alleged have a direct effect on Plaintiff and other
3 employees within the State of California and Los Angeles County and on employees in Defendant's
4 locations within the state of California.

5 **PARTIES**

6 6. Plaintiff CHETERRA YOUNG is a resident of Bellflower, California, located in Los
7 Angeles County. Plaintiff was employed by Defendant from approximately June 20, 2022 to
8 approximately March 8, 2023. Plaintiff was employed as a non-exempt, hourly-paid employee at
9 Defendant's location in Signal Hill, California.

10 7. Plaintiff is informed and believes, and on that basis, alleges Defendant PFT
11 ALEXANDER, INC., is, and at all relevant times was, a California corporation authorized to do
12 business in the State of California.

13 8. At all relevant times, Defendant was doing business throughout California,
14 including Los Angeles County. Defendant operates three locations throughout California, including
15 within Los Angeles County, Bakersfield, and the Bay Area. Defendant is a recognized leader in the
16 Manufacturing, Sales and Service Calibration of Flow Measurement and Control Equipment and
17 Systems. See <https://www.pft-alexander.com/about.html>.

18 9. Plaintiff is informed and believes, and on that basis, alleges Defendant is and was an
19 employer as defined in and subject to the California Labor Code and the Industrial Welfare
20 Commission Wage Orders.

21 10. Plaintiff is informed and believes, and on that basis, alleges Defendant, was at all
22 relevant times acting as actual agents, conspirators, partners and/or joint ventures and/or employees
23 of all other Defendants, and that all acts alleged herein occurred within the course and scope of said
24 agency, employment, partnership, and joint venture, conspiracy or enterprise, and with the express
25 and/or implied permission, knowledge, consent, authorization and ratification of their co-
26 defendants.

27 **CONDUCT**

28 11. Plaintiff Cheterra Young worked as a non-exempt, hourly-paid employee at

1 Defendant's principal office located in Signal Hill, California.

2 12. Defendant does not pay Plaintiff and other class members for all hours worked.
3 Plaintiff and other class members were told by Defendant not to not clock in until their scheduled
4 shift time if they had to report to work early, forcing Plaintiff and other class members to work off
5 the clock. Further, Plaintiff was frequently interrupted and called back to work during her meal
6 breaks and was not paid for that time worked and/or the premium payments she was entitled to. As
7 such, in violation of Labor Code §§ 510(a), 1194, 1998, and the applicable Industrial Wage Orders,
8 Defendant, by failing to pay the Plaintiff and all others similarly situated for all hours worked,
9 failed to timely pay all straight time and/or overtime wages due.

10 13. Plaintiff and other class members are frequently interrupted while on their meal
11 periods due to press of business. Further, Defendant's policy incorrectly advised its non-exempt
12 employees that meal periods must commence before the sixth hour of work for the first meal break,
13 and before eleventh hour of work for the second meal break. This violates Labor Code § 512(a),
14 which provides that: "An employer may not employ an employee for a work period of more than
15 five hours per day without providing the employee with a meal period of at least 30 minutes... An
16 employer may not employ an employee for a work period of more than 10 hours per day without
17 providing the employee with a second meal period of not less than 30 minutes..." Plaintiff and
18 other class members were not paid meal break premiums for those missed, late, or interrupted meal
19 breaks, in violation of Labor Code § 226.7(c). Further, Plaintiff and other class members were not
20 paid meal premiums for all missed or non-compliant meal breaks at a correct rate of pay.

21 14. For the same reasons Plaintiff and class members were not able to take their meal
22 periods, as detailed above, often, Plaintiff was not allowed to take rest periods as provided by Labor
23 Code § 226.7 and the applicable Wage Order. Plaintiff and other class members were not provided
24 rest periods, due to the press of business. Thus, Defendant did not relieve class members from their
25 duties and did not relinquish control over how Plaintiff and other class members spend their time,
26 making Defendant liable for premium payments. *See Augustus v. ABM Sec. Servs., Inc.*, 2 Cal. 5th
27 257 (2016):

28 One cannot square the practice of compelling employees to remain at the ready,

1 tethered by time and policy to particular locations or communications devices,
2 with the requirement to relieve employees of all work duties and employer
3 control during 10-minute rest periods...These obligations are irreconcilable with
4 employees' retention of freedom to use rest periods for their own purposes.

5 *Id.* at 269-70.

6 15. Further, Defendant provided Plaintiff and other class members with uniform,
7 incomplete, and inaccurate wage statements. Defendant willfully and knowingly omitted required
8 information from the wage statements of Plaintiff and other class members. Plaintiff and other class
9 members' wage statements failed to correctly state the rate of pay for regular and overtime wages,
10 meal and rest period premiums, and consequently the gross and net wages due, among other
11 required information. Because of Defendant's failure to list the correct regular and overtime rates of
12 pay, gross wages earned, net wages, and meal and rest break premiums earned on wage statements,
13 Plaintiff and other class members have been prevented from verifying, solely from information on
14 the wage statements themselves, that they were paid correctly and in full.

15 16. Defendant is liable to Plaintiff and the class for failing pay all wages due to them,
16 including regular and/or overtime wages; failing to pay meal and rest break premiums; failing to
17 provide wage statements that were accurately itemized to reflect the gross and net wages they
18 earned and the manner by which they earned these wages; failing to keep accurate payroll records;
19 failing to pay all wages due upon termination of employment; failing to pay all wages, including
20 overtime wages, to employees within the required time period as provided by Labor Code § 204;
21 and violation of California's unfair competition law.

22 17. Plaintiff is a member of, and seeks to be a representative for, the class of similarly
23 situated employees who all have been exposed to, have suffered, and/or were permitted to work
24 under Defendant's unlawful employment practices as alleged herein.

25 **EXHAUSTION OF PAGA NOTICE REQUIREMENT**

26 18. Plaintiff exhausted the notice requirement by filing a complaint with the Labor and
27 Workforce Development Agency ("LWDA") in her letter dated April 5, 2023, as required under the
28 *California Labor Code Private Attorney General Act* ("PAGA"). A true and correct copy of
Plaintiff's letter is attached hereto as **Exhibit A** and are incorporated herein by reference. The
LWDA did not assume jurisdiction over the applicable penalty claims alleged; therefore, Plaintiff

1 has exhausted the procedural requirement under PAGA to pursue any and all penalty claims as
2 provided under PAGA.

3 **CLASS DEFINITIONS AND CLASS ALLEGATIONS**

4 19. Plaintiff brings this action on behalf of herself and on behalf of all others similarly
5 situated, and as a member of the Class she seeks to represent. The class period is from four years
6 prior to the filing of the Complaint in this action until the trial of this action (“class period.”) The
7 Class is defined as:

8 *All current and former non-exempt, hourly-paid employees who worked for*
9 *Defendant within the State of California at any time during the time period*
10 *commencing four years before this complaint was filed, and until the present*
11 *(“class period”).*

12 20. Plaintiff further seeks to represent the following subclasses:

- 13 a. All current and former non-exempt, hourly-paid employees who worked for
14 Defendant within the State of California at any time during the time period
15 commencing four years before this complaint was filed, and until the present
16 (“class period”), who worked at least one shift less than eight hours in a workday
17 and/or worked less than 40 hours during the workweek (“Regular Wage
18 Subclass”);
- 19 b. All current and former non-exempt, hourly-paid employees who worked for
20 Defendant within the State of California at any time during the time period
21 commencing four years before this complaint was filed, and until the present
22 (“class period”), who worked at least one shift longer than eight hours in a
23 workday and/or worked more than 40 hours during the workweek (“Overtime
24 Subclass”);
- 25 c. All current and former non-exempt, hourly-paid employees who worked for
26 Defendant within the State of California at any time during the time period
27 commencing four years before this complaint was filed, and until the present
28 (“class period”), who worked at least one shift longer than five hours in a
workday (“Meal Break Subclass”);
- d. All current and former non-exempt, hourly-paid employees who worked for

1 Defendant within the State of California at any time during the time period
2 commencing four years before this complaint was filed, and until the present
3 (“class period”), who worked at least one shift longer than three and a half hours
4 in a workday (“Rest Break Subclass”);

5 e. All current and former non-exempt, hourly-paid employees who worked for
6 Defendant within the State of California at any time during the time period
7 commencing four years before this complaint was filed, and until the present
8 (“class period”), who have received at least one wage statement from Defendant.
9 (“Wage Statement Subclass”);

10 f. All members of the Class and Subclasses (a) through (d) who separated
11 employment with Defendant within the statute of limitations period applicable to
12 claims under section 203 of the California Labor Code (“Waiting Time Penalties
13 Subclass”);

14 g. All current and former non-exempt, hourly-paid employees who worked for
15 Defendant within the State of California at any time during the time period
16 commencing four years before this complaint was filed, and until the present
17 (“class period”), regarding whom Defendant has engaged in unlawful, unfair
18 and/or fraudulent business acts or practices prohibited by B&PC §17200, *et seq.*
19 as specifically described herein (“UCL Subclass”).

20 21. The above-referenced class and/or subclasses shall be collectively known as the
21 Plaintiff Class.

22 22. Plaintiff reserves the right to amend or otherwise alter the class definition, or to
23 propose or eliminate subclasses, in response to facts learned through discovery, legal arguments
24 advanced by Defendant, or otherwise.

25 23. This action has been brought and may be properly maintained as a class action
26 pursuant to the provisions of Code of Civil Procedure § 382 and other applicable law.

27 24. **Numerosity of the Class:** Pursuant to Code of Civil Procedure § 382, members of
28 the Class are so numerous that their individual joinder is impracticable. Plaintiff estimates, on

1 information and belief, that there are at minimum 100, or more, current or former non-exempt
2 employees of Defendant employed in California during the class period. The identity of individuals
3 qualifying for class membership is readily ascertainable via inspection of the personnel records and
4 other documents maintained by Defendant in the normal course of business. Class members may be
5 notified of the pendency of this action by mail, electronic mail, the Internet, or published notice.

6 25. **Existence of Predominance of Common Questions of Law and Fact:** Pursuant to
7 Code of Civil Procedure § 382, common questions of law and fact and common answers exist as to
8 all members of the Class. These questions predominate over any questions affecting only individual
9 Class members. These common legal and factual questions and answers include:

- 10 a. whether members of the Plaintiff Class were not paid all wages owed to them,
11 including regular and overtime, and at the correct rate;
- 12 b. whether members of the Plaintiff Class were not provided with uninterrupted,
13 duty-free meal breaks of at least 30 minutes;
- 14 c. whether members of the Plaintiff Class were not permitted and authorized to take
15 uninterrupted rest breaks;
- 16 d. whether Defendant's meal and rest break policies are lawful;
- 17 e. whether members of the Plaintiff Class were not provided with accurate wage
18 statements as required by Labor Code section 226;
- 19 f. Whether Defendant maintained accurate time records of off-duty thirty (30)
20 minute meal breaks taken by Plaintiff and members of the class in accordance
21 with the applicable IWC Wage Order;
- 22 g. Whether Defendant maintained accurate time records of all hours worked by
23 Plaintiff and members of the class in accordance with the applicable IWC Wage
24 Order;
- 25 h. Whether Defendant violated Labor Code § 201-203 by failing to pay all wages
26 due upon termination to all Class members who were terminated or voluntarily
27 quit;
- 28 i. whether Defendants' conduct constitutes unfair competition within the meaning

1 of B&PC §17200, *et seq.*;

2 j. whether the members of the Plaintiff's Class are entitled to compensatory
3 damages, and if so, the means of measuring such damages; and

4 k. whether Defendants are liable for attorneys' fees and costs.

5 26. **Typicality:** Plaintiff's claims are typical of the claims of the members of the class
6 she seeks to represent because Plaintiff, as non-exempt employee of Defendant, was exposed and
7 subjected to the same unlawful business practices as other employees employed by Defendant
8 during the class period. Plaintiff and the members of the class she seeks to represent sustained the
9 same types of damages and losses.

10 27. **Adequacy:** Plaintiff is an adequate representative of the class she seeks to represent
11 because her interests do not conflict with the interests of the members of the class Plaintiff seeks to
12 represent. Plaintiff has retained counsel competent and experienced in complex class action
13 litigation and Plaintiff intends to prosecute this action vigorously. The interests of the members of
14 the class will be fairly and adequately protected by Plaintiff and her counsel.

15 28. **Superiority and Substantial Benefit:** The class action is superior to other
16 available means for the fair and efficient adjudication of Plaintiff's and the Class members' claims.
17 The damages suffered by each individual Class member may be limited. Damages of such
18 magnitude are small given the burden and expense of individual prosecution of the complex and
19 extensive litigation necessitated by Defendant's conduct. Further, it would be virtually impossible
20 for the Class members to redress the wrongs done to them on an individual basis. Even if members
21 of the Class themselves could afford such individual litigation, the court system could not.
22 Individualized litigation increases the delay and expense to all parties and the court system due to
23 the complex legal and factual issues of the case. By contrast, the class action device presents far
24 fewer management difficulties and provides the benefits of single adjudication, economy of scale,
25 and comprehensive supervision by a single court.

26 29. The Class should also be certified because:

27 a. The prosecution of separate actions by individual members of the Class would create a
28 risk of inconsistent or varying adjudications with respect to individual Class members

1 which would establish incompatible standards of conduct for Defendant;

- 2 b. The prosecution of separate actions by individual members of the Class would create a
3 risk of adjudication with respect to them, which would, as a practical matter, be
4 dispositive of the interests of the other Class members not parties to the adjudications,
5 or substantially impair or impede their ability to protect their interests; and
6
7 c. Defendant has acted or refused to act on grounds generally applicable to the Class,
8 and/or the general public, thereby making appropriate final and injunctive relief with
9 respect to the Class as a whole.

10 **FIRST CAUSE OF ACTION**
11 **FAILURE TO PAY REGULAR AND/OR OVERTIME WAGES**
12 **(Violation of Labor Code §§ 216, 218.5, 510(a), 1194, 1197 and 1998,**
13 **and the applicable Industrial Wage Order)**
14 **(Against all defendants)**

15 30. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth
16 herein.

17 31. California Labor Code establishes the fundamental right of all employees in the
18 State of California to be paid wages for their work in a timely fashion.

19 32. Pursuant to the applicable Wage Order, Defendant is required to pay Plaintiff for all
20 hours worked, meaning all the time in which an employee is subject to the control of the
21 employer.

22 33. Plaintiff and other class members were told by Defendant not to not clock in until
23 their scheduled shift time if they had to report to work early, forcing Plaintiff and other class
24 members to work off the clock. Further, Plaintiff was frequently interrupted and called back to
25 work during her meal periods and was not paid for that time worked. As a result, Plaintiff and
26 other class members worked hours they were not paid for. Plaintiff and the Plaintiff Class
27 therefore seek unpaid wages and penalties.

28 34. Defendant, as a matter of established company policy and/or practice in the State of
California, scheduled to work and/or required, suffered or permitted Plaintiff and class members to
work, without paying them for each and every hour worked during their employment at PFT
Alexander.

1 35. Defendant's pattern, practice, and uniform administration of corporate policy
2 regarding illegal employee compensation as described herein is unlawful, and entitles Plaintiff to
3 recover, pursuant to Labor Code section 218, the unpaid balance of the straight time compensation
4 owed to her.

5 36. Labor Code § 510 and the applicable Wage Order provide that employees in
6 California shall not be employed more than eight hours in any workday or forty hours in a
7 workweek unless they receive additional compensation beyond their regular wages in amounts
8 specified by law. Specifically, Labor Code § 510(a) requires that: Any work in excess of eight
9 hours in one workday and any work in excess of 40 hours in any one workweek and the first eight
10 hours worked on the seventh day of work in any one workweek shall be compensated at the rate of
11 no less than one and one-half times the regular rate of pay for an employee.

12 37. Labor Code § 1194 establishes an employee's right to recover unpaid overtime
13 compensation, and interest thereon, together with the costs of suit, and attorneys' fees. Labor
14 Code §1198 makes employment of an employee for longer hours than the IWC set or under
15 conditions the IWC prohibits unlawful.

16 38. During the class period, Plaintiff and other class members have worked more than
17 eight hours in a workday, and/or more than forty hours in a workweek.

18 39. During the class period, Defendant has failed to pay Plaintiff and other class
19 members the overtime compensation premium for those unpaid hours they have worked in excess
20 of the maximum hours permissible by law as required by Labor Code § 510 and 1198, and the
21 applicable Wage Order.

22 40. By virtue of Defendant's unlawful failure to pay for all wages earned and all hours
23 worked and failure to pay the lawful overtime rate of compensation to the Plaintiff and other class
24 members, Plaintiff and other class members have suffered, and will continue to suffer, damages in
25 amounts which are presently unknown to them, but which exceed the jurisdictional limits of this
26 Court and will be ascertained according to proof at trial.

27 41. Defendant acted and is acting intentionally and oppressively toward Plaintiff and
28 other class members with a conscious disregard of their rights, or the consequences to them, with

1 the intent of depriving them of property and legal rights and otherwise causing them injury.

2 42. Plaintiff and other class members request recovery of regular and/or overtime
3 compensation according to proof, interest, attorneys' fees, expenses, and costs pursuant to Labor
4 Code § 218.5, 218.6, 1194(a), and Civil Code §§3287(b) and 3289, as well as the assessment of
5 any statutory penalties against Defendant, in a sum as provided by the Labor Code, the applicable
6 Wage Orders, and/or other statutes.

7
8 **SECOND CAUSE OF ACTION**
9 **FAILURE TO PROVIDE MEAL PERIODS**
10 **(Violation of Labor Code §§ 512, 226.7, and the applicable Wage Order)**
11 **(Against all defendants)**

12 43. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth
13 herein.

14 44. California Labor Code § 226.7(b) provides, "An employer shall not require an
15 employee to work during a meal or rest period mandated pursuant to an applicable order of the
16 Industrial Welfare Commission".

17 45. The applicable Wage Order provides, in pertinent part: "[n]o employer shall
18 employ any person for a work period of more than five (5) hours without a meal period of not less
19 than 30 minutes, except that when a work period of not more than six (6) hours will complete the
20 day's work the meal period may be waived by mutual consent of the employer and the employee."

21 46. Labor Code § 512(a) provides, in pertinent part: "[a]n employer may not employ an
22 employee for a work period of more than five hours per day without providing the employee with
23 a meal period of not less than 30 minutes, except that if the total work period per day of the
24 employee is no more than six hours, the meal period may be waived by mutual consent of both the
25 employer and employee."

26 47. As alleged herein, Defendant failed to authorize and permit timely and
27 uninterrupted meal periods during the Class period. Further, Defendant's policy failed to correctly
28 advise the timeliness rules of the meal breaks, as provided in section 512 of the California Labor
Code. Plaintiff and other class members were frequently interrupted while on their meal periods
due to press of business. Thus, Plaintiff and other class members were required to work without a

1 timely and uninterrupted meal break at the direction of Defendant and/or with Defendant's
2 knowledge and acquiescence.

3 48. By its actions in requiring its employees to work through meal periods and/or its
4 failure to relieve the employees of their duties for their off-duty meal periods, Defendant has
5 violated California Labor Code §§ 226.7, 512 and the applicable Wage Order, and is liable to
6 Plaintiff and the class.

7 49. As a result of the unlawful acts of Defendant, Plaintiff and other class members
8 have been deprived of timely off-duty meal periods, and are entitled to recovery under Labor Code
9 §§ 226.7(c), 512 and the applicable Wage Order, in the amount of one additional hour of pay at
10 the employee's regular rate of compensation for each workday in which Defendant failed to
11 provide its employees with timely statutory off-duty meal periods. See *Ferra v. Loews Hollywood*
12 *Hotel, LLC*---P.3d---2021 WL 2965438 (July 15, 2021).

13 50. Pursuant to Labor Code §218.6 and CC §3287, the Plaintiff and other class
14 members seek recovery of pre-judgment interest on all amounts recovered herein.

15 51. Plaintiff and other class members are entitled to seek and recover reasonable
16 attorneys' fees and costs pursuant to Labor Code §§ 226.7 and 512.

17 **THIRD CAUSE OF ACTION**
18 **FAILURE TO PROVIDE REST PERIODS**
19 **(Violation of Labor Code §§ 226.7 and the applicable Wage Order)**
20 **(Against all defendants)**

21 52. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth
22 herein.

23 53. California Labor Code § 226.7(b) provides, "An employer shall not require an
24 employee to work during a meal or rest period mandated pursuant to an applicable order of the
25 Industrial Welfare Commission".

26 54. The applicable wage order provides, in pertinent part: "[e]very employer shall
27 authorize and permit all employees to take rest periods, which insofar as practicable shall be in the
28 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

1 thereof. However, a rest period need not be authorized for employees whose total daily work time
2 is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours
3 worked for which there shall be no deduction from wages”.

4 55. The applicable wage order further provides: “[i]f an employer fails to provide an
5 employee with a rest period in accordance with the applicable provisions of this order, the
6 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
7 compensation for each workday that the rest period is not provided”. *See Ferra v. Loews*
8 *Hollywood Hotel, LLC*---P.3d---2021 WL 2965438 (July 15, 2021).

9 56. As alleged herein, Defendant failed to authorize and permit rest breaks during the
10 class period. Plaintiff and other class members were required to work through rest periods at the
11 direction of Defendant and/or with Defendant’s knowledge and acquiescence. Further, Employer
12 maintains an unlawful policy which states: “From time to time, due to client needs, an employee
13 may be asked to interrupt their rest periods, assist the client and take their rest period at a later
14 time” in violation of Labor Code section 226.7, which provides that a premium payment is a
15 remedy to be provided for non-compliant rest breaks.

16 57. By its actions in requiring its employees during the class period to work through
17 rest periods and/or its failure to relieve the employees of their duties for their rest periods,
18 Defendant violated the applicable Wage Order and California Labor Code § 226.7 and is liable to
19 Plaintiff and the class.

20 58. Defendant’s unlawful conduct alleged herein occurred in the course of employment
21 of Plaintiff and all others similarly situated and such conduct has continued through the filing of
22 this complaint.

23 59. As a direct and proximate result of Defendant’s unlawful action, Plaintiff and the
24 class have been deprived of timely rest periods and/or were not paid for rest periods taken during
25 the Class period, and are entitled to recovery under Labor Code § 226.7(c) in the amount of one
26 additional hour of pay at the employee’s regular rate of compensation for each workday in which
27 Defendant failed to provide employees with timely and/or paid rest periods.

28 60. Plaintiff, and the other class members, are entitled to seek and recover reasonable

1 attorneys' fees and costs pursuant to Labor Code § 226.7.

2 **FOURTH CAUSE OF ACTION**
3 **FAILURE TO FURNISH TIMELY AND ACCURATE WAGE STATEMENTS**
4 **(Violation of Labor Code §226)**
5 **(Against all defendants)**

6 61. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth
7 herein.

8 62. California Labor Code § 226(a) provides: “[e]very employer shall, semimonthly or
9 at the time of each payment of wages, furnish each of his or her employees, either as a detachable
10 part of the check, draft, or voucher paying the employee’s wages, or separately when wages are
11 paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages
12 earned, (2) total hours worked by the employee [...], (3) the number of piece-rate units earned and
13 any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided
14 that all deductions made on written orders of the employee may be aggregated and shown as one
15 item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7)
16 the name of the employee and only the last four digits of his or her social security number, [...],
17 (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates
18 in effect during the pay period and the corresponding number of hours worked at each hourly rate
19 by the employee...”

20 63. Labor Code § 226(e) provides that an employee is entitled to recover \$50 for the
21 initial pay period in which a violation of Labor Code § 226 occurs and \$100 for each subsequent
22 pay period, for all pay periods in which the employer knowingly and intentionally failed to
23 provide accurate itemized statements to the employee causing the employee to suffer injury.

24 64. Plaintiff is informed, believes and thereon alleges that at all times relevant,
25 Defendant knowingly and intentionally failed to furnish and continues to knowingly and
26 intentionally fail to furnish Plaintiff and the class with timely and accurate itemized statements
27 showing the gross wages earned by each of them, as required by Labor Code § 226(a), in that the
28 premiums owed to Plaintiff and the class for untimely or interrupted meal and rest periods were
not included in gross wages earned by Plaintiff and the class.

1 65. Further, wages owed to Plaintiff and the class for overtime hours worked, and the
2 time worked through meal breaks, were not included in gross wages earned by Plaintiff and the
3 class.

4 66. Defendant's failure to provide Plaintiff and the class with accurate itemized wage
5 statements during the Class Period has caused Plaintiff and the class to incur economic damages in
6 that they were not aware that they were owed and not paid compensation for missed rest periods
7 and on-duty meal periods, and for all hours worked. In addition, Defendant provided inaccurate
8 information regarding hours worked, which masked its underpayment of wages to Plaintiff and the
9 class.

10 67. As a result of Defendant's issuance of inaccurate itemized wage statements to
11 Plaintiff and the class in violation of Labor Code § 226(a), Plaintiff and the class are each entitled
12 to recover penalties pursuant to Labor Code § 226(e).

13 **FIFTH CAUSE OF ACTION**
14 **FAILURE TO KEEP ACCURATE PAYROLL RECORDS**
15 **(Violation of Labor Code § 1174)**
16 **(Against all defendants)**

17 68. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth
18 herein.

19 69. Labor Code § 1174(d), requires an employer to keep at a central location in
20 California or at the plant or establishment at which the employees are employed, payroll records
21 showing the hours worked daily, and the wages paid to each employee. Plaintiff is informed and
22 believes that Defendant willfully failed to make or keep accurate records for Plaintiff and Class
23 members.

24 70. The applicable Wage Order requires that every employer shall keep accurate
25 information with respect to each employee, including time records showing when each employee
26 begins and ends each work period, the total daily hours worked by each employee and the total
27 hours worked in each payroll period, and applicable rates of pay. Plaintiff is informed and believes
28 that Defendant willfully and intentionally failed to make and/or keep records which accurately
reflect the hours worked by Plaintiff and Class members. Specifically, Plaintiff believes that

1 Defendant's records do not accurately reflect the hours worked by Plaintiff and the class, do not
2 correctly list regular and overtime rates of pay, do not accurately record Plaintiff and Class
3 Members' meal breaks, and do not correctly list the gross wages and net wages, and meal and rest
4 break premiums earned by them.

5 71. Plaintiff is informed and believes that Defendant's failure to keep accurate payroll
6 records, as described above, violated Labor Code § 1174(d) and the applicable wage order. Plaintiff
7 and the class are entitled to penalties of \$100.00 for the initial violation and \$200.00 for each
8 subsequent violation for every pay period during which these records and information were not kept
9 by Defendant.

10 72. Plaintiff is informed and believes that Defendant's failure to keep and maintain
11 accurate records and information, as described above, was willful, and Plaintiff and the class are
12 entitled to a statutory penalty of \$500.00 for Plaintiff and each Class Member pursuant to Labor
13 Code § 1174.5

14 73. Plaintiff and the class are each entitled to recover interest, attorney's fees and costs
15 pursuant to Labor Code § 1174, as well as all statutory penalties and attorneys' fees against
16 Defendant.

17 **SIXTH CAUSE OF ACTION**
18 **FAILURE TO PAY ALL WAGES DUE UPON TERMINATION**
19 **(Violation of Labor Code §§ 201-203)**
20 **(Against all defendants)**

21 74. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth
22 herein.

23 75. California Labor Code §§ 201-203 provides that if an employer discharges an
24 employee, the wages earned and unpaid at the time of discharge are due and payable immediately,
25 and that if an employee voluntarily leaves his or her employment, his or her wages shall become
26 due and payable not later than seventy-two hours thereafter, unless the employee has given seventy-
27 two hours prior notice of his or her intention to quit in which case the employee is entitled to his or
28 her wages at the time of quitting.

76. During the Class period, Defendant willfully failed to pay Plaintiff and Class

Members who are no longer employed by Defendant all their earned wages, specifically, meal and rest period premiums not paid for missed or interrupted meal and rest periods, and wages for all hours worked, including overtime, either at the time of discharge or within seventy-two hours of their leaving Defendant's employ in violation of California Labor Code §§ 201, 202, and 203.

77. Therefore, Plaintiff and members of the class are entitled to waiting time penalties for each day that has passed that they have not received all wages owed to them, up to 30 days.

SEVENTH CAUSE OF ACTION
VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW
(Violation of California's Unfair Competition Law, Bus. & Prof. Code §§ 17200 *et seq.*)
(Against all defendants)

78. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth herein.

79. Defendant is a "person" as that term is defined under Cal. Bus. and Prof. Code §17201.

80. Cal. Bus. And Prof. Code § 17200 defines unfair competition as any unlawful, unfair, or fraudulent business act or practice.

81. During the Class Period, by and through the conduct described in the preceding paragraphs, Defendant has engaged in unfair and unlawful practices by failing to pay all wages due to Plaintiff and other class members, including meal and rest break premium wages, at the correct rate of pay, as mandated by the applicable provisions of the Labor Code specified in causes of actions one through three above, as well as § 204 of the Labor Code, and the applicable Wage Order(s), in violation of California Business and Professions Code § 17200 *et seq.*, and has thereby deprived Plaintiff and other class members of fundamental rights and privileges.

82. By and through the unfair and unlawful business practices described in this complaint, PFT Alexander has obtained valuable property, money, and services from the Plaintiff and the other class members and has deprived them of valuable rights and benefits guaranteed by law, all to their detriment.

83. All the acts described herein as violations of, among other things, the Cal. Lab. Code and Industrial Welfare Commission Wage Order, are unlawful and in violation of public policy; and

1 in addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and
2 unlawful business practices in violation of California Business and Professions Code § 17200 *et*
3 *seq.*

4 84. Plaintiff and other class members are entitled to, and do, seek such relief as may be
5 necessary to restore to them the money and property which PFT Alexander has acquired, or of
6 which Plaintiff and other class members have been deprived, by means of the above described
7 unfair and unlawful business practices.

8 85. Plaintiff and other class members are further entitled to, and do, seek a declaration
9 that Defendant's above-described business practices are unfair and unlawful and that an injunctive
10 relief should be issued requiring Defendant to adhere its business practices and policies to
11 California law, and restraining PFT Alexander from engaging in any of the above described unfair
12 and unlawful business practices in the future.

13 86. Plaintiff and other class members have no plain, speedy, and/or adequate remedy at
14 law to redress the injuries which they have suffered as a consequence of the unfair and unlawful
15 business practices of PFT Alexander. As a result of the unfair and unlawful business practices
16 described above, Plaintiff and other class members have suffered and will continue to suffer
17 irreparable harm unless PFT Alexander is restrained from continuing to engage in these unfair and
18 unlawful business practices. In addition, PFT Alexander should be required to disgorge the unpaid
19 moneys to Plaintiff and the other class members.

20 87. Pursuant to Code of Civil Procedure § 1021.5, Plaintiff requests that the court award
21 them reasonable attorneys' fees and costs incurred by her in this action.

22 **EIGHTH CAUSE OF ACTION**
23 **Violation of Private Attorney General Act (PAGA) Claim**
24 **(Cal. Lab. Code §§2698 and 2699, *et. seq.*)**

25 88. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth
26 herein.

27 89. Labor Code §§ 2698 and 2699 (The California Private Attorney General Act of
28 2004, or "PAGA"), expressly establish that any provision of the California Labor Code which
provides for a civil penalty to be assessed and collected by The Labor and Workforce Development

1 Agency (“LWDA”), or any of its departments, divisions, commissions, boards, agencies or
2 employees for a violation of the California Labor Code, may be recovered through a civil action
3 brought by an aggrieved employee on behalf of himself or herself, and other current or former
4 employees.

5 90. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
6 agencies or employees has discretion to assess a civil penalty, a fact-finder in a civil action is
7 authorized to exercise the same discretion, subject to the same limitations and conditions, to assess
8 a civil penalty.

9 91. Plaintiff Young is an “aggrieved employee” as defined by Labor Code § 2699,
10 because she is an employee of Defendant, and one or more of the Labor Code violations was
11 committed against her.

12 92. Plaintiff Young asserts all of her claims in this Complaint against Defendant on
13 behalf of herself, and all other members of the Class and/or on behalf of all aggrieved employees, as
14 well as the general public, in his capacity as “private attorney general”, and seek all statutory
15 penalties available under the Labor Code.

16 93. By reason of the above and pursuant to Labor Code § 2699, Plaintiff Young on
17 behalf of herself, and all other members of the Class and/or on behalf of all aggrieved employees, as
18 well as the general public, are entitled to payment of a penalty of \$100 per pay period for each
19 employee for the initial violation, and \$200 per pay period for each employee for each subsequent
20 violation, plus interest.

21 94. In addition, Plaintiff Young, on behalf of herself, and all other members of the Class
22 and/or behalf of all aggrieved employees, as well as the general public, seek and are entitled to have
23 75% of all recovered penalties and interest allocated to the LWDA and 25% to the Plaintiff Class.
24 Further, Plaintiff Young is entitled to seek and recover reasonable attorneys’ fees, expenses and
25 costs pursuant to Labor Code § 2699, and any other applicable statutes.

26 95. Plaintiff Young complied with the notice requirements of Labor Code § 2699.3(a)(1)
27 prior to commencing this action. A copy of the letter submitted to the California LWDA on April 5,
28 2023, via online filing, and copied to Defendant’s Agent for Service of Process in California on the

1 same date, via certified mail, in accordance with section 2699.3(a)(1), is attached hereto as Exhibit
2 A, and by reference incorporated herein.

3 96. As of today's date, the LWDA has not responded to Plaintiff Young's notice.

4 97. Plaintiff Young and the Plaintiff Class are also entitled to reasonable attorneys' fees
5 and costs, pursuant to California Labor Code § 2699(g)(1).
6

7 **PRAYER**

8 WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, prays for
9 judgment against Defendant as to the appropriate causes of action as follows:

10 A. An order that this action may proceed and be maintained as a class action;

11 B. An order appointing Plaintiff as representative for the Class and Subclasses;

12 C. An order appointing Plaintiff's counsel as counsel for the Class and Subclasses;

13 D. For all straight-time wages owed to Plaintiff and each Class Member for
14 all hours worked;

15 E. For all overtime wages owed to Plaintiff and each Class member for all hours worked;

16 F. For other compensatory damages and/or statutory damages and statutory penalties
17 resulting from improper compensation according to proof;

18 G. For one hour of wages due to Plaintiff and each class member for each work period of
19 more than five (5) hours when they did not receive an uninterrupted thirty (30) minute
20 meal period;

21 H. For one hour of wages due to Plaintiff and each class member for each work period of
22 more than three and one-half (3 ½) hours when they did not receive an uninterrupted ten
23 (10) minute rest period for each four (4) hours or major fraction thereof worked;

24 I. For actual damages or statutory penalties under Labor Code § 226(e);

25 J. For statutory penalties pursuant to Labor Code § 1174.5;

26 K. For liquidated damages pursuant to Labor Code § 1194.1;

27 L. For restitutionary disgorgement pursuant to the UCL;

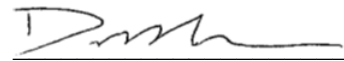
28 M. For penalties for each violation of the Private Attorneys General Act ("PAGA");

N. Prejudgment and post-judgment interest at the maximum legal rate;

- 1 O. Reasonable attorney's fees;
2 P. General, special and consequential damages, to the extent allowed by law;
3 Q. Costs of suit;
4 R. For attorneys' fees pursuant to Code of Civil Procedure §1021.5; and
5 S. Such other equitable relief as the Court may deem just and proper.
6

7 DATED: June 12, 2023

THE MARKHAM LAW FIRM

8 

9 David R. Markham

10 Maggie Realin

11 Lisa Brevard

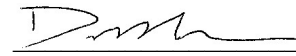
*Attorneys for Plaintiff and all others
similarly situated*

12
13 **DEMAND FOR JURY TRIAL**

14 Plaintiff demands a trial by jury for herself and the Class members on all claims so triable.

15 DATED: June 12, 2023

THE MARKHAM LAW FIRM

16 

17 David R. Markham

18 Maggie Realin

19 Lisa Brevard

*Attorneys for Plaintiff and all others
similarly situated*

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PFT Alexander, Inc.
Attn: Legal Department
3250 E Grant Street
Signal Hill, CA 90755



9590 9402 8082 2349 3364 66

2. Article Number (Transfer from service label)

7018 1130 0001 7573 2107

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

4-12-2013

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail

Mail Restricted Delivery
(0)

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

\$

Total Postage a

\$

Sent To

Street and Apt. No.

City, State, ZIP+4®

PFT Alexander, Inc.

Attn: Legal Department

3250 E Grant Street

Signal Hill, CA 90755

Postmark
Here

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Agent for Service of Process for
PFT Alexander, Inc.
Attn: John R. Keefner
3250 E Grant Street
Signal Hill, CA 90755



9590 9402 8082 2349 3364 59

2. Article Number (Transfer from service label)

7018 1130 0001 7573 2091

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

4-12-2013

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

Mail
Mail Restricted Delivery
(0)

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

\$

Total Postage and F

\$

Sent To

Street and Apt. No.

City, State, ZIP+4®

Agent for Service of Process for

PFT Alexander, Inc.

Attn: John R. Keefner

3250 E Grant Street

Signal Hill, CA 90755

Postmark
Here

PS Form 3800, April 2015 PSN 7530-02-000-9047