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CGC-24-614396

SUPERIOR COURT OF CALIFORNIA

SAN FRANCISCO COUNTY

SANDY GONZALEZ, ERICH MUES, LEIGHA SCOTT, and LAWRENCE WILLIAMSON, individually and on behalf of other members of the general public similarly situated,

Plaintiffs,

v.

BLUE LINK WIRELESS, LLC, SAAD J. NADHIR, and DOES 1 through 50, inclusive,

Defendants.

Case No.

CLASS ACTION

COMPLAINT FOR:

(1) FAILURE TO PAY OVERTIME WAGES (LABOR CODE §§ 200, 510, 1194)
(2) MEAL PERIOD VIOLATIONS (LABOR CODE § 226.7, 512, IWC WAGE ORDER 5-2001, § 11)
(3) REST PERIOD VIOLATIONS (LABOR CODE §§ 226.7, IWC WAGE ORDER 5-2001, § 12)
(4) FAILURE TO PROVIDE ACCURATE, TIMELY, AND ITEMIZED WAGE STATEMENTS (LABOR CODE §§ 226, 1174, 1174.5)
(5) FAILURE TO REIMBURSE BUSINESS EXPENSES (LABOR CODE § 2802)

(6) WAITING TIME PENALTIES (LABOR CODE §§ 201-203)
(7) UCL VIOLATIONS (BUS. & PROF. CODE§ 17200-04)
(8) PENALTIES (LABOR CODE § 2699)

JURY TRIAL DEMANDED

Plaintiffs SANDY GONZALEZ, ERICH MUES, LEIGHA SCOTT, and LAWRENCE WILLIAMSON ("Plaintiffs"), on behalf of themselves and all others similarly bring this complaint against BLUE LINK WIRELESS, LLC, and SAAD J. NADHIR (collectively, "Defendants"), and allege as follows:

A. INTRODUCTION

1. This is a class and representative action, under California Code of Civil Procedure § 382 and California Labor Code § 2698, *et seq*., against Defendant Blue Link Wireless, LLC ("Blue Link" or "Defendant") to challenge its policies and/or practices of (1) failing to pay Plaintiffs and all employees similarly situated for overtime wages; (2) failing to provide Plaintiffs and all employees similarly situated meal breaks; (3) failing to provide Plaintiffs and all employees similarly situated rest breaks; (4) failing to reimburse Plaintiffs and all employees similarly situated with reasonable and necessary business expenses; (5) failing to provide Plaintiffs and all employees similarly situated accurate, itemized wage statements; and (6) failing to timely pay Plaintiffs and all employees similarly situated wages owed upon the termination of employment.

2. Plaintiffs seek payment for unpaid wages, and interest thereon, penalties, declaratory and equitable relief, and reasonable attorneys' fees and costs under California Labor Code §§ 200, 510, 1194; California Labor Code §§ 226.7, 512, and IWC Wage Order 5-2001, § 11; California Labor Code § 226.7 and IWC Wage Order 5-2001, § 12; California Labor Code § 2802; California Labor Code §§ 226, 1174, 1174.5; California Labor Code §§ 201-203; California Labor Code § 246; California Bus. & Prof. Code § 17200, *et seq.*; and California Labor Code § 2698, *et seq*. on behalf of Plaintiffs and all other individuals who are or have been employed as "Store Leaders" or the functional equivalent, however titled, by Defendant in California during the four years prior to the filing of this action ("Leaders" or "Class Members"). As more fully described herein, Plaintiffs

and similarly situated Leaders employed by Defendant during the Class Period (as defined below) were not paid overtime wages because they were misclassified as exempt, did not receive legally compliant meal and rest breaks, were not reimbursed for reasonable and necessary business expenses, were not paid at their regular rate for their sick time pursuant to Defendant's policies and/or practices. Plaintiffs, on behalf of themselves and other Class Members, seek damages and restitution of all unjust enrichment Defendant has enjoyed from its failure to pay for all hours worked.

3. The "Class Period" is designated as the period from four years prior to the filing of this action through the date the Court grants class certification. The violations of California's labor laws, as described more fully below, have been ongoing during the statutory time period covered by this action and to the present, and will continue unless and until enjoined by the Court.

B. VENUE

4. Venue as to Defendant is proper in this judicial district. Blue Link Wireless, LLC has employed Class Members including at least one of the named Plaintiffs and operates retail locations throughout California, including, in San Francisco, California.

C. PARTIES

5. Plaintiff Sandy Gonzales worked as a Store Leader for Defendant in San Francisco, California from approximately April 2021 to July 2021. During this time, Plaintiff was subject to Defendant's unlawful wage payment policies and/or practices set forth herein.

6. Plaintiff Erich Mues worked as a Store Leader for Defendant in Santa Ana and Pico Rivera, California from approximately March 2021 to April 2023. During this time, Plaintiff was subject to Defendant's unlawful wage payment policies and/or practices set forth herein.

7. Plaintiff Leigha Scott worked as a Store Leader for Defendant in Oceanside, California from approximately March 2021 to October 2021. During this time, Plaintiff was subject to Defendant's unlawful wage payment policies and/or practices set forth herein.

8. Plaintiff Lawrence Williamson worked as a Store Leader for Defendant in Riverside, California from approximately February 2021 to November 2022. During this time, Plaintiff was subject to Defendant's unlawful wage payment policies and/or practices set forth

herein.

9. Defendant Blue Link Wireless, LLC is a Delaware corporation with its California office located in Solana Beach, California.

10. Defendant Saad J. Nadhir is the CEO of Blue Link Wireless, LCC and is domiciled in La Jolla, California. He is an employer of Plaintiffs and other Class Members in California during the class period and he is a natural person who is an owner, director, officer, and/or managing agent of Blue Link acting on behalf of Blue Link as to the Class Members in California, who violates or causes to be violated provisions regulating minimum wages or hours and days of work in an order of the Industrial Welfare Commission, and violates or causes to be violated Labor Code §§ 203, 226, 226.7, 1194 and 2802, pursuant to Labor Code § 558.1.

11. The true names and capacities of persons or entities, whether individual, corporate, associate, or otherwise are currently unknown to Plaintiffs. Plaintiffs are informed and believe, and based thereon allege, that additional defendants may be legally responsible in some manner for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities of such defendants when such identities become known.

12. All of Plaintiffs' claims stated herein are asserted against Defendants and any of their owners, predecessors, successors, subsidiaries, and/or assigns.

13. Plaintiffs have entered into a tolling agreement with Blue Link on August 17, 2023 that has tolled the statute of limitations on their claims up through and including May 2, 2024.

D. FACTUAL BACKGROUND

14. Defendants operate, and at all times during the liability period, have done business in this judicial district and throughout California.

15. Since at least four years prior to the original filing of this action, Defendants have maintained wage policies and/or practices that deny lawful compensation to its Leaders. Plaintiffs and all members of the class identified herein were regularly scheduled, as a matter of uniform company policy, to work, and in fact, worked as salaried employees in excess of eight hours per workday and/or in excess of forty hours per workweek without receiving straight time or overtime compensation for such overtime hours worked in violation of California Labor Code § 1194 and

California Industrial Welfare Commission Wage Order 5-2001. Defendants have failed to meet the requirements for establishing the exemption because all class members (a) regularly spent more than 50% of their time performing nonexempt work, (b) did not customarily and regularly exercise discretion and independent judgment on matters of significance, (c) did not have the authority to hire or fire or make meaningful recommendations regarding same, (d) did not customarily and regularly supervise at least two employees or the equivalent, (e) did not perform work directly related to the management policies or the general business operations of Defendants or Defendants' customers, (f) did perform nonexempt production and/or sales work a majority of their time (i.e., in excess of 50%) consistent with Defendants' realistic expectations, (g) did not customarily and regularly spend more than 50% of their time away from the Defendants' places of business selling or obtaining orders or contracts, and (h) did not earn more than 50% of their compensation in a bona fide commission plan. Thus, Plaintiffs and the class members were not exempt from the overtime requirements of California law for these reasons.

16. Because Defendants misclassified its Leaders as exempt, Defendants have failed to provide 30-minute uninterrupted meal breaks where the employees are relieved of all duties and have failed to authorize and permit its employees to take 10-minute rest breaks.

17. When Defendants did pay meal or rest period premium wages, Class Members were only paid at the employee's base hourly rate rather than their regular rate.

18. Defendants provided sick pay to Plaintiffs and Class Members. Sick pay must be compensated at the employee's regular rate of pay, for the workweek in which the paid leave was taken, or at a rate determined by averaging over 90-days pursuant to Labor Code § 246(l). Defendants failed to pay Class Members their sick pay at each employee's regular rate.

19. Defendants fail to reimburse Plaintiffs and Class Members for reasonable and necessary business expenses that they incurred in carrying out their work assignments. Plaintiffs and Class Members incurred expenses related to personal mobile phones and travel expenses that were reasonable and necessary but not reimbursed by Defendants.

20. Defendants do not provide Plaintiffs and Class Members with accurate wage statements as required by California law. Plaintiffs and Class Members receive wage statements

that do not reflect all hours worked or applicable overtime, meal period, and sick pay premiums.

21. Defendants do not provide Plaintiffs and Class Members with full payment of all wages owed at the end of employment. These workers are owed wages and premium pay for all time worked, as well as sick pay and overtime. These amounts remain unpaid after voluntary and involuntary termination. As a consequence, Defendants are subject to waiting time penalties.

22. Plaintiffs are informed, believe, and thereon allege that Defendants' unlawful conduct has been widespread, repeated, and consistent as to Class Members and throughout Defendants' operations in California. Defendants know or should know that their policies and/or practices have been unlawful and unfair.

23. Defendants' conduct was willful, carried out in bad faith, and caused significant damages to Plaintiffs and Class Members in an amount to be determined at trial.

E. CLASS ACTION ALLEGATIONS

24. Plaintiffs bring this action, on behalf of themselves and all others similarly situated, as a class action pursuant to California Code of Civil Procedure § 382. The class that Plaintiffs seek to represent is composed of and defined as follows:

> All persons who are or have been employed, at any time during the prior four years from the date of filing this Complaint by Blue Link Wireless, LLC and/or Saad J. Nadhir in California under the job title Store Leader, or the functional equivalent, however titled.

25. This action has been brought and may properly be maintained as a class action under C.C.P. § 322 because there is a well-defined community of interest in the litigation, the proposed class is easily ascertainable, and Plaintiffs are proper representatives of the Class:

a. Numerosity: The potential members of the Class as defined are numerous and therefore joinder of all the members of the Class is impracticable. While the precise number of Class Members has not been determined at this time, Plaintiffs are informed and believe that Defendant has employed a number of Leaders that makes joinder of all members of the proposed classes not practicable.

b. Commonality: There are questions of law and fact common to the Plaintiffs and the Class that predominate over any questions affecting only individual members of the

Class. These common questions of law and fact include, without limitation:

(i) Whether Plaintiffs and Class Members were misclassified as exempt employees.

(ii) Whether Plaintiffs and Class Members are expected to regularly work hours in excess of forty per week and/or in excess of eight hours per day;

(iii) How Plaintiffs and Class Members are compensated;

(iv) Whether Defendants failed to provide Plaintiffs and Class Members meal periods in the duration, timing and manner as required;

(v) Whether Defendants authorized and permitted Plaintiffs and Class Members to take rest breaks in the duration, timing and manner as required;

(vi) Whether Defendants, in paying meal and rest premiums to Class Members, failed to pay at the employee's regular rate in violation of Labor Code § 226.7;

(vii) Whether Defendants violated Bus. & Prof. Code § 17200 by failing to pay Class Members sick pay at their regular rate in violation of Labor Code § 246;

(viii) Whether Defendants failed to reimburse Plaintiffs and Class Members for reasonable and necessary business expenses in violation of Labor Code § 2802;

(ix) Whether Defendants violated Labor Code §§ 200, 204, 1194, and 1198; Labor Code §§ 200, 510, 1194; Labor Code 226.7, 512, and IWC Wage Order 5-2001, §§ 11 and 12; Labor Code § 2802; Labor Code §§ 226, 1174, 1174.5; Labor Code §§ 201-203; Labor Code § 246; and Bus. & Prof. Code § 17200; and,

(x) The proper formula(s) for calculating restitution, damages, penalties and interest owed to Plaintiffs and the Class Members.

c. Typicality: Plaintiffs' claims are typical of the claims of the Class. Both Plaintiffs and Class Members sustained injuries and damages, and were deprived of overtime compensation and reimbursement of business expenses as a result of Defendant misclassifying them as exempt from overtime and failing to pay for business expenses reasonably incurred by Class Members.

d. Adequacy of Representation: Plaintiffs are members of the Class and will fairly and adequately represent and protect the interests of the Class Members. Plaintiffs' interests do not conflict with those of Class Members. Counsel who represent the Plaintiffs are competent and experienced in litigating large wage and hour class actions, including wage payment class actions, and will devote sufficient time and resources to the case and otherwise adequately represent the Class.

e. Superiority of Class Action: A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each Class Member has been damaged or may be damaged in the future by reason of Defendants' unlawful policies and/or practices of not paying all wages due and owing. Certification of this case as a class action will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Certifying this case as a class action is superior because the Plaintiffs seek relief that will affect all Class Members in a common way, and will also allow for efficient and full disgorgement of the ill-gotten gains Defendants have enjoyed by maintaining their unlawful wage payment policies and practices, and will thereby effectuate California's strong public policy of protecting employees from deprivation or offsetting of compensation earned in their employment. If this action is not certified as a Class Action, it will be impossible as a practical matter for many or most Class Members to bring individual actions to recover monies unlawfully withheld from their lawful compensation due from Defendants, due to the relatively small amounts of such individual recoveries relative to the costs, burdens, and risks of litigation.

FIRST CAUSE OF ACTION
Failure to Pay Overtime Wages
(Labor Code §§ 200, 510, and 1194)

26. Plaintiffs re-allege and incorporate the foregoing paragraphs as though fully set forth herein.

27. Defendants do not properly compensate Plaintiffs and Class Members with appropriate overtime premiums, including time and a half premiums based on their regular rate of pay, as required by California law.

28. Labor Code § 510(a) provides as follows:

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

29. IWC Wage Order 5-2001(3)(A)(1) states:

> The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than … [o]ne and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek….

30. Labor Code § 1194(a) provides as follows:

> Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorneys' fees, and costs of suit.

31. Labor Code § 200 defines wages as "all amounts of labor performed by employees

of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or other method of calculation." All such wages are subject to California's overtime requirements, including those set forth above.

32. Class members do not meet any of the tests for exempt status under the California Wage Orders and/or the California Labor Code. As a result of this unlawful policy, Plaintiffs and Class Members have worked overtime hours for Defendants without being paid overtime premiums in violation of the Labor Code, the applicable IWC Wage Orders, and other applicable law.

33. Defendants have knowingly and willfully refused to perform its obligations to compensate Plaintiffs and Class Members for all premium wages for overtime work. Defendants are liable to Plaintiffs and Class Members alleged herein for the unpaid overtime and civil penalties, with interest thereon. Furthermore, Plaintiffs and Class Members are entitled to an award of attorneys' fees and costs as set forth below.

34. As a proximate result of the aforementioned violations, Plaintiffs and the Class have been damaged in an amount according to proof at time of trial.

SECOND CAUSE OF ACTION
Meal Period Violations
(Labor Code 226.7, 512 & IWC Wage Order 5-2001 ¶ 11)

35. Plaintiffs re-allege and incorporate the foregoing paragraphs as though fully set forth herein.

36. Labor Code § 226.7 and 512 and IWC Wage Order 5-2001, § 11 require that employers provide non-exempt employees with a first meal period of not less than 30 minutes during which they are relieved of all duty before working more than five hours, and a second duty-free meal period of not less than 30 minutes before working more than 10 hours per day.

37. To comply with the Labor Code, an employer must affirmatively relieve its employee of all duty during the meal period, relinquish control over the employee's activities, and permit the employee a reasonable opportunity to take an uninterrupted 30-minute break.

38. Labor Code § 226.7(c) and IWC Wage Order 5-2001, § 11 require an employer fails to provide an employee a meal period as required to pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the required meal period is not

provided.

39. As a result of being misclassified as exempt, Defendant has maintained and enforced policies and/or practices pursuant to which Plaintiffs and Class Members were required to work during meal breaks. As a result, Defendant failed to provide Plaintiffs and Class Members with the required meal periods or pay Plaintiffs and Class Members the wages due for missed meal periods.

40. Defendants are therefore liable to Plaintiffs and Class Members for additional compensation pursuant to Labor Code § 226.7(c) and Wage Order 5-2001, § ¶ 11.

THIRD CAUSE OF ACTION
Rest Break Violations
(Labor Code 226.7 & IWC Wage Order 5-2001 ¶ 12)

41. Plaintiffs re-allege and incorporate the foregoing paragraphs as though fully set forth herein.

42. Labor Code § 226.7(b) prohibits an employer from requiring an employee to work during any rest break mandated by an applicable wage order. Wage Order 5-2001, § ¶ 12 requires that an employer authorize and permit all employees to take one 10-minute rest period for every 4 hours worked, or a portion thereof, which insofar as practicable shall be in the middle of each work period.

43. As a result of being misclassified as exempt, Defendants have maintained and enforced policies and/or practices pursuant to which Plaintiffs and Class Members were not authorized and permitted to take legally compliant rest breaks.

44. Defendants are therefore liable to Plaintiffs and Class Members for damages pursuant to Labor Code § 226.7(c) and Wage Order 5-2001, § ¶ 12.

FOURTH CAUSE OF ACTION
Failure to Provide Accurate Itemized Wage Statements
(Labor Code § 226, 1174, and 1174.5)

45. Plaintiffs re-allege and incorporate the foregoing paragraphs as though fully set forth herein.

46. Defendants do not provide Plaintiffs and Class Members with accurate itemized wage statements as required by California law.

47. Labor Code § 226(a) provides:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated an shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least four years at the place of employment or at a central location within the State of California.

48. IWC Wage Order 5-2001(7) also provides for this requirement.

49. Labor Code § 226(e) provides:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorneys' fees.

50. Labor Code § 1174 provides in part:

Every person employing labor in this state shall: (d) Keep, 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 or establishments.

51. Defendants willfully do not provide timely, accurate itemized wage statements to Plaintiffs and Class Members in accordance with Labor Code §§ 226(a) and 1174(d) and the IWC Wage Orders. The wage statements Defendants provide to employees, including Plaintiffs and Class Members, do not accurately reflect the actual hours worked, the actual rates of pay, premium pay to

which they are entitled to for the actual hours worked, the actual gross wages earned, the actual net wages earned, the actual meal and rest period premiums due, and the actual sick pay accrued.

52. As a proximate result of the aforementioned violations, Defendants are liable to Plaintiffs and Class Members alleged herein for the amounts described, with interest thereon, in an amount according to proof at time of trial. Furthermore, Plaintiffs are entitled to an award of attorneys' fees and costs as set forth below, pursuant to Labor Code § 226(e) and penalties pursuant to Labor Code § 1174.5.

FIFTH CAUSE OF ACTION
Failure to Reimburse Business Expenses
(Labor Code § 2802)

53. Plaintiffs re-allege and incorporate the foregoing paragraphs as though fully set forth herein.

54. Labor Code § 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."

55. In order to discharge their duties for Defendants, Plaintiffs and Class Members were required and/or expected by Defendant to use their own personal mobile phones and data/text plans to address work issues. Likewise, Plaintiffs and Class Members frequently were required to travel between store locations and thus incurred expenses related to mileage, tolls and/or parking. However, Defendants did not fully pay for expenses incurred as a result of Plaintiffs' and Manager Class Members' use of their personal mobile phones and data/text plans and travel expenses in carrying out their duties for Defendants.

56. Plaintiffs and Class Members are entitled to reimbursement for these necessary expenditures, plus interest and attorneys' fees and costs, under Labor Code § 2802.

57. As a result of Defendants' violations of Labor Code § 2802, Defendants are also liable for attorneys' fees and costs under Labor Code § 2802(c).

SIXTH CAUSE OF ACTION
Waiting Time Penalties
(Labor Code §§ 201-203)

58. Plaintiffs re-allege and incorporate the foregoing paragraphs as though fully set forth

herein.

59. Defendants do not provide Plaintiffs and Class Members with their wages when due under California law after their employment with Defendant ends.

60. Labor Code § 201 provides: “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

61. Labor Code § 202(a) provides:

> If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous 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.

62. Labor Code § 203(a) provides:

> If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

63. Some of the Class Members, including Plaintiffs, left their employment with Defendants during the statutory period, at which time Defendants owed them unpaid wages. These earned, but unpaid, wages derive from time spent working for the benefit of Defendants which went unrecorded and/or uncompensated.

64. Defendants willfully refused and continues to refuse to pay Plaintiffs and Class Members all the wages that were due and owed to them upon the end of their employment, in the form of wages owed for uncompensated, overtime compensation, sick pay, meal and rest period premiums, as well as unpaid overtime. As a result of Defendants’ actions, Plaintiffs and Class Members have suffered and continue to suffer substantial losses, including lost earnings, and interest.

65. Defendants’ willful failure to pay Plaintiffs and Class Members the wages due and owing to them constitutes a violation of Labor Code §§ 201-202. As a result, Defendants are liable to Plaintiffs and Class Members for all penalties owing pursuant to Labor Code §§ 201-203.

66. Labor Code § 203 provides that an employee’s wages will continue as a penalty up

to thirty days from the time the wages were due. Therefore, Plaintiffs and Class Members are entitled to such penalties pursuant to Labor Code § 203, plus interest.

67. As a proximate result of the aforementioned violations, Defendants are liable to Plaintiffs and Class Members alleged herein for the amounts described, with interest thereon, in an amount according to proof at time of trial.

SEVENTH CAUSE OF ACTION
Unfair Competition Law Violations
(Bus. & Prof. Code § 17200)

68. Plaintiffs re-allege and incorporate the foregoing paragraphs as though fully set forth herein.

69. Business & Professions Code § 17200 (the "UCL") prohibits unfair competition in the form of any unlawful, unfair, or fraudulent business act or practice. Business & Professions Code § 17204 allows "any person who has suffered injury in fact and has lost money or property" to prosecute a civil action for violation of the UCL.

70. Defendants have committed unlawful, unfair, and/or fraudulent business acts and practices as defined by Business & Professions Code § 17200, by failing to pay for all hours worked in violation of Labor Code §§ 200, 204, 510, 1194, 1194.2 and 1198; failing to pay Employee Class Members their regular rate when paying sick pay in violation of Labor Code § 246; failure to provide, authorize and permit meal and rest breaks, including failing to pay Class Members at their regular rate, in violation of Labor Code § 226.7, 512, and IWC Wage Order 5-2001, §§ 11 and 12; Failing to reimburse reasonable and necessary business expenses in violation of Labor Code § 2802; failing to provide accurate pay statements in violation of Labor Code §§ 226, 1174 and 1174.5; and failure to pay all wages due and owing at time of termination in violation of Labor Code §§ 201, 202 and 203.

71. Plaintiffs and Class Members were misclassified as exempt as opposed to non-exempt and therefore not paid overtime compensation for all hours worked in excess of 8 hours in a day or 40 hours in a week. As a consequence, Plaintiffs and Class Members were denied legally compliant meal and rest breaks. Defendant compensated Class Members for sick time but did so at the employee's base hourly rate rather than the regular rate. Because of the Labor Code violations

alleged herein, Plaintiffs' and Class Members' pay statements were non-compliant and they were not properly and timely paid all their wages at time of termination.

72. As a direct and proximate result of Defendants' unlawful, unfair, and/or fraudulent acts and practices described herein, Defendants have received and continue to hold ill-gotten gains belonging to Plaintiffs and Class Members in the form of unpaid wages. As a direct and proximate result of Defendants' unlawful business practices, Plaintiffs and Class Members have suffered economic injuries including, but not limited to unpaid wages. Defendants have profited from their unlawful, unfair, and/or fraudulent acts and practices in the amount of those unpaid wages as well as interest accrued thereon.

73. Plaintiffs and Class Members are entitled to restitution pursuant to Business & Professions Code §§ 17203 and 17208 for all unpaid wages as well as interest thereon accruing, from four years prior to the filing of this action to the date of such restitution, and Defendants should be required to disgorge all the profits and gains they have reaped and restore such profits and gains to Plaintiffs and Class Members, from whom they were unlawfully taken.

74. Plaintiffs have assumed the responsibility of enforcement of the laws and public policies specified herein by suing on behalf of themselves and other similarly situated members of the public previously and presently employed by Defendant in California. Plaintiffs' success in this action will enforce important rights affecting the public interest. Plaintiffs will incur a financial burden in pursuing this action in the public interest. Therefore, an award of reasonable attorneys' fees to Plaintiffs is appropriate pursuant to Code of Civil Procedure § 1021.5.

EIGHTH CAUSE OF ACTION
The Labor Code Private Attorneys General Act of 2004
(Labor Code §§ 2699 *et seq.*)

75. Plaintiffs re-allege and incorporate the foregoing paragraphs as though fully set forth herein.

76. As alleged above, Defendants failed to comply with the California Labor Code. As such, Plaintiffs are "aggrieved employee(s)" as defined in Labor Code § 2699(a). Pursuant to Labor Code § 2699, the Labor Code Private Attorneys General Act of 2004, Plaintiffs bring this action on behalf of themselves and other current and former Leaders against Defendants, and seek recovery of

applicable civil penalties as follows:

a. where civil penalties are specifically provided in the Labor code for each of the violations alleged herein, Plaintiffs seek recovery of such penalties;

b. where civil penalties are not established in the Labor Code for each of the violations alleged herein, Plaintiffs seek recovery of the penalties established in § 2699(e) of the Labor Code Private Attorneys General Act of 2004, and in accordance with § 200.5 of the Labor Code.

77. On May 8, 2023, Plaintiffs Erich Mues and Lawrence Williamson caused to be served written notice, via certified mail, to the Labor and Workforce Development Agency and to Defendant, Blue Link Wireless, LLC, of Plaintiffs' intent to amend the complaint to add a cause of action pursuant to Labor Code §§ 2699, *et seq.*

78. The Labor and Workforce Development Agency declined to issue notice of its intention to pursue civil penalties in response to either Notice. Labor Code § 2699(a)(2)(C) authorizes Plaintiffs to file a claim arising under PAGA after 60 days of the specified time periods. Accordingly, Plaintiffs commence this PAGA claim for civil remedies as provided for under Labor Code § 2699.

79. Plaintiffs, on behalf of themselves and similarly situated Leaders, request relief as described below.

JURY DEMAND

Plaintiffs hereby request a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request the following relief:

a. That the Court determine that this action may be maintained as a class action under C.C.P. § 382;

b. For compensatory damages and interest thereon according to proof;

c. For restitution and interest thereon according to proof;

d. For civil and statutory penalties according to proof;

e. For an injunction and declaratory relief;

f. For reasonable attorneys' fees and costs according to proof;

g. For such other and further relief as this Court may deem appropriate.

DATED: May 3, 2024

WYNNE LAW FIRM
SHAVITZ LAW GROUP, P.A.

By: Edward J. Wynne