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ELECTRONICALLY

FILED

Superior Court of California,
County of San Francisco

09/04/2025

Clerk of the Court

BY: RONNIE OTERO

Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

PHELICIA WILLIAMS and JAMES W.
BANKS, individuals, on behalf of themselves
and on behalf of all persons similarly situated,

Plaintiffs,

vs.

SWORDS TO PLOWSHARES: VETERANS
RIGHTS ORGANIZATION, a company; and
DOES 1 through 50, inclusive,

Defendants.

Case No. **CGC-23-608674**

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR:**

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
3. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE § 510;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
7. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
8. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
9. FAILURE TO PAY SICK PAY WAGES IN VIOLATION OF CAL. LAB. CODE §§ 201-204, 233, 246; and
10. VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT [LABOR CODE §§ 2698, *et seq.*].

DEMAND FOR A JURY TRIAL

1 Phelicia Williams and James W. Banks (“PLAINTIFFS”), individuals, on behalf of
2 themselves and all other similarly situated current and former employees allege on information
3 and belief, except for their own acts and knowledge which are based on personal knowledge,
4 the following.

5
6 **THE PARTIES**

7 1. Swords to Plowshares: Veterans Rights Organization (“DEFENDANT”) is a
8 company that at all relevant times mentioned herein conducted and continues to conduct
9 substantial business in California.

10 2. DEFENDANT provides services for veterans in California.

11 3. Plaintiff Phelicia Williams was employed by DEFENDANT in California from
12 February 28, 2022 to April 2023. Plaintiff Phelicia Williams was at all times classified by
13 DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled to the legally
14 required meal and rest periods and payment of minimum and overtime wages due for all time
15 worked.

16 4. Plaintiff James W. Banks was employed by DEFENDANT in California from
17 August of 2024 to February of 2025. Plaintiff James W. Banks was at all times classified by
18 DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled to the legally
19 required meal and rest periods and payment of minimum and overtime wages due for all time
20 worked.

21 5. PLAINTIFFS bring this Class Action on behalf of themselves and a California
22 class, defined as all individuals who are or previously were employed by DEFENDANT in
23 California, including any employees staffed with DEFENDANT by a third party, and classified
24 as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the period
25 beginning on August 28, 2019 and ending on the date as determined by the Court (the
26 “CALIFORNIA CLASS PERIOD”). The amount in controversy for the aggregate claim of
27 CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

1 6. PLAINTIFFS bring this Class Action on behalf of themselves and a
2 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their
3 losses incurred during the CALIFORNIA CLASS PERIOD caused by DEFENDANT's
4 policy and practice which failed to lawfully compensate these employees. DEFENDANT's
5 policy and practice alleged herein was an unlawful, unfair and deceptive business practice
6 whereby DEFENDANT retained and continues to retain wages due PLAINTIFFS and the
7 other members of the CALIFORNIA CLASS. PLAINTIFFS and the other members of the
8 CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANT in the
9 future, relief for the named PLAINTIFFS and the other members of the CALIFORNIA
10 CLASS who have been economically injured by DEFENDANT's past and current unlawful
11 conduct, and all other appropriate legal and equitable relief.

12 7. The true names and capacities, whether individual, corporate, subsidiary,
13 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
14 presently unknown to PLAINTIFFS who therefore sue these Defendants by such fictitious
15 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFFS will seek leave to amend this
16 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
17 they are ascertained. PLAINTIFFS are informed and believe, and based upon that
18 information and belief allege, that the Defendants named in this Complaint, including DOES
19 1 through 50, inclusive, are responsible in some manner for one or more of the events and
20 happenings that proximately caused the injuries and damages hereinafter alleged.

21 8. The agents, servants and/or employees of the Defendants and each of them
22 acting on behalf of the Defendants acted within the course and scope of his, her or its
23 authority as the agent, servant and/or employee of the Defendants, and personally
24 participated in the conduct alleged herein on behalf of the Defendants with respect to the
25 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
26 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFFS and
27 the other members of the CALIFORNIA CLASS, for the loss sustained as a proximate result
28 of the conduct of the Defendants' agents, servants and/or employees.

THE CONDUCT

9. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFFS and CALIFORNIA CLASS Members for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFFS and CALIFORNIA CLASS Members to work without paying them for all the time they are under DEFENDANT's control. Among other things, DEFENDANT requires PLAINTIFFS to work while clocked out during what is supposed to be PLAINTIFFS' off-duty meal break. PLAINTIFFS were from time to time interrupted by work assignments while clocked out for what should have been PLAINTIFFS' off-duty meal break. DEFENDANT, as a matter of established company policy and procedure, administers a uniform practice of rounding the actual time worked and recorded by PLAINTIFFS and CALIFORNIA CLASS Members, always to the benefit of DEFENDANT, so that during the course of their employment, PLAINTIFFS and CALIFORNIA CLASS Members are paid less than they would have been paid had they been paid for actual recorded time rather than "rounded" time. Additionally, DEFENDANT engages in the practice of requiring PLAINTIFFS and CALIFORNIA CLASS Members to perform work off the clock in that DEFENDANT, as a condition of employment, required these employees to submit to mandatory temperature checks and symptom questionnaires for COVID-19 screening prior to clocking into DEFENDANT's timekeeping system for the workday. As a result, PLAINTIFFS and other CALIFORNIA CLASS Members forfeit minimum wage, overtime wage compensation, and off-duty meal breaks by working without their time being correctly recorded and without compensation at the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFFS and other CALIFORNIA CLASS Members for all time worked, is evidenced by DEFENDANT's business records.

10. State and federal law provides that employees must be paid overtime and meal and rest break premiums at one-and-one-half times their "regular rate of pay."

1 PLAINTIFFS and other CALIFORNIA CLASS Members are compensated at an hourly rate
2 plus incentive pay that is tied to specific elements of an employee's performance.

3 11. The second component of PLAINTIFFS' and other CALIFORNIA CLASS
4 Members' compensation is DEFENDANT's non-discretionary incentive program that paid
5 PLAINTIFFS and other CALIFORNIA CLASS Members incentive wages based on their
6 performance for DEFENDANT. The non-discretionary incentive program provided all
7 employees paid on an hourly basis with incentive compensation when the employees met the
8 various performance goals set by DEFENDANT. However, when calculating the regular
9 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFFS and
10 other CALIFORNIA CLASS Members, DEFENDANT failed to include the incentive
11 compensation as part of the employees' "regular rate of pay" for purposes of calculating
12 overtime pay and meal and rest break premium pay. Management and supervisors described
13 the incentive program to potential and new employees as part of the compensation package.
14 As a matter of law, the incentive compensation received by PLAINTIFFS and other
15 CALIFORNIA CLASS Members must be included in the "regular rate of pay." The failure
16 to do so has resulted in a underpayment of overtime compensation and meal and rest break
17 premiums to PLAINTIFFS and other CALIFORNIA CLASS Members by DEFENDANT.

18 12. As a result of their rigorous work schedules, PLAINTIFFS and other
19 CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute
20 off duty meal breaks and were not fully relieved of duty for their meal periods.
21 PLAINTIFFS and other CALIFORNIA CLASS Members were required from time to time
22 to perform work as ordered by DEFENDANT for more than five (5) hours during some
23 shifts without receiving a meal break. Further, DEFENDANT from time to time failed to
24 provide PLAINTIFFS and CALIFORNIA CLASS Members with a second off-duty meal
25 period for some workdays in which these employees were required by DEFENDANT to
26 work ten (10) hours of work. DEFENDANT also engaged in the practice of rounding the
27 meal period times to avoid paying penalties to PLAINTIFFS and other CALIFORNIA
28 CLASS Members. PLAINTIFFS and other members of the CALIFORNIA CLASS

1 therefore forfeit meal breaks without additional compensation and in accordance with
2 DEFENDANT's corporate policy and practice.

3 13. During the CALIFORNIA CLASS PERIOD, PLAINTIFFS and other
4 CALIFORNIA CLASS Members were also required from time to time to work in excess of
5 four (4) hours without being provided ten (10) minute rest periods. Further, these employees
6 were denied their first rest periods of at least ten (10) minutes for some shifts worked of at
7 least two (2) to four (4) hours from time to time, a first and second rest period of at least ten
8 (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to
9 time, and a first, second and third rest period of at least ten (10) minutes for some shifts
10 worked of ten (10) hours or more from time to time. PLAINTIFFS and other CALIFORNIA
11 CLASS Members were also not provided with one hour wages in lieu thereof. Additionally,
12 the applicable California Wage Order requires employers to provide employees with off-
13 duty rest periods, which the California Supreme Court defined as time during which an
14 employee is relieved from all work related duties and free from employer control. In so
15 doing, the Court held that the requirement under California law that employers authorize and
16 permit all employees to take rest period means that employers must relieve employees of all
17 duties and relinquish control over how employees spend their time which includes control
18 over the locations where employees may take their rest period. Employers cannot impose
19 controls that prohibit an employee from taking a brief walk - five minutes out, five minutes
20 back. Here, DEFENDANT's policy restricted PLAINTIFFS and other CALIFORNIA
21 CLASS Members from unconstrained walks and is unlawful based on DEFENDANT's rule
22 which states PLAINTIFFS and other CALIFORNIA CLASS Members cannot leave the
23 work premises during their rest period.

24 14. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to
25 accurately record and pay PLAINTIFFS and other CALIFORNIA CLASS Members for the
26 actual amount of time these employees worked. Pursuant to the Industrial Welfare
27 Commission Wage Orders, DEFENDANT was required to pay PLAINTIFFS and other
28 CALIFORNIA CLASS Members for all time worked, meaning the time during which an

1 employee was subject to the control of an employer, including all the time the employee was
2 permitted or suffered to permit this work. DEFENDANT required these employees to work
3 off the clock without paying them for all the time they were under DEFENDANT's control.
4 As such, DEFENDANT knew or should have known that PLAINTIFFS and the other
5 members of the CALIFORNIA CLASS were under compensated for all time worked. As a
6 result, PLAINTIFFS and other CALIFORNIA CLASS Members forfeited time worked by
7 working without their time being accurately recorded and without compensation at the
8 applicable minimum wage and overtime wage rates. To the extent that the time worked off
9 the clock does not qualify for overtime premium payment, DEFENDANT fails to pay
10 minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194,
11 1197, and 1197.1.

12 15. From time to time, DEFENDANT also failed to provide PLAINTIFFS and the
13 other members of the CALIFORNIA CLASS with complete and accurate wage statements
14 which failed to show, among other things, the correct gross and net wages earned. Cal. Lab.
15 Code § 226 provides that every employer shall furnish each of his or her employees with an
16 accurate itemized wage statement in writing showing, among other things, gross wages
17 earned and all applicable hourly rates in effect during the pay period and the corresponding
18 amount of time worked at each hourly rate. PLAINTIFFS and CALIFORNIA CLASS
19 Members were paid on an hourly basis. As such, the wage statements should reflect all
20 applicable hourly rates during the pay period and the total hours worked, and the applicable
21 pay period in which the wages were earned pursuant to California Labor Code Section
22 226(a). The wage statements DEFENDANT provided to PLAINTIFFS and other
23 CALIFORNIA CLASS Members failed to identify such information. More specifically, the
24 wage statements failed to identify the accurate total hours worked each pay period. When
25 the hours shown on the wage statements were added up, they did not equal the actual total
26 hours worked during the pay period in violation of Cal. Lab. Code 226(a)(2). Aside, from
27 the violations listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFFS
28 an itemized wage statement that lists all the requirements under California Labor Code 226

1 *et seq.* As a result, DEFENDANT from time to time provided PLAINTIFFS and the other
2 members of the CALIFORNIA CLASS with wage statements which violated Cal. Lab. Code
3 § 226.

4 16. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
5 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
6 the wages are paid not more than seven (7) calendar days following the close of the payroll
7 period. Cal. Lab. Code § 210 provides:

8 in [I]n addition to, and entirely independent and apart from, any other penalty provided
9 this article, every person who fails to pay the wages of each employee as provided in
10 Sections. . . .204. . . shall be subject to a civil penalty as follows: (1) For any initial
11 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
each subsequent violation, or any willful or intentional violation, two hundred dollars
(\$200) for each failure to pay each employee, plus 25 percent of the amount
unlawfully withheld.

12 17. DEFENDANT from time to time failed to pay PLAINTIFFS and members of
13 the CALIFORNIA LABOR SUB-CLASS Members within seven (7) days of the close of the
14 payroll period in accordance with Cal. Lab. Code § 204(d), including but not limited to for
15 the “Hourly” regular wage payments.

16 18. DEFENDANT underpaid sick pay wages to PLAINTIFFS and other
17 CALIFORNIA CLASS Members by failing to pay such wages at the regular rate of pay in
18 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFFS and other non-exempt
19 employees earn non-discretionary remuneration. Rather than pay sick pay at the regular rate
20 of pay, DEFENDANT underpaid sick pay to PLAINTIFFS and other CALIFORNIA
21 CLASS Members at their base rates of pay.

22 19. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
23 employees be calculated by dividing the employee’s total wages, not including overtime
24 premium pay, by the employee’s total hours worked in the full pay periods of the prior 90
25 days of employment.

26 20. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
27 at the regular rate of pay. PLAINTIFFS and CALIFORNIA CLASS Members routinely
28 earned non-discretionary incentive wages which increased their regular rate of pay.

1 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFFS and
2 members of the CALIFORNIA CLASS, as opposed to the correct, higher regular rate of
3 pay, as required under Cal. Lab. Code Section 246.

4 21. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFFS
5 and other members of the CALIFORNIA CLASS their correct wages and accordingly owe
6 waiting time penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFFS are
7 informed and believe and based thereon allege that such failure to pay sick pay at regular
8 rate was willful, such that PLAINTIFFS and members of the CALIFORNIA CLASS whose
9 employment has separated are entitled to waiting time penalties pursuant to Cal. Lab. Code
10 Sections 201-203.

11 22. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
12 to collect or receive from an employee any part of wages theretofore paid by said employer
13 to said employee." DEFENDANT failed to pay all compensation due to PLAINTIFFS and
14 other CALIFORNIA LABOR SUB-CLASS Members, made unlawful deductions from
15 compensation payable to PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS
16 Members, failed to disclose all aspects of the deductions from compensation payable to
17 PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS Members, and thereby failed to
18 pay these employees all wages due at each applicable pay period and upon termination.
19 PLAINTIFFS and members of the CALIFORNIA LABOR SUB-CLASS seek recovery of
20 all illegal deductions from wages according to proof, related penalties, interest, attorney fees
21 and costs.

22 23. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
23 PLAINTIFFS and the other CALIFORNIA CLASS Members for required business expenses
24 incurred by the PLAINTIFFS and other CALIFORNIA CLASS Members in direct
25 consequence of discharging their duties on behalf of DEFENDANT. Under California
26 Labor Code Section 2802, employers are required to indemnify employees for all expenses
27 incurred in the course and scope of their employment. Cal. Lab. Code § 2802 expressly
28 states that "an employer shall indemnify his or her employee for all necessary expenditures

1 or losses incurred by the employee in direct consequence of the discharge of his or her
2 duties, or of his or her obedience to the directions of the employer, even though unlawful,
3 unless the employee, at the time of obeying the directions, believed them to be unlawful."

4 24. In the course of their employment PLAINTIFFS and other CALIFORNIA
5 CLASS Members as a business expense, were required by DEFENDANT to use their own
6 personal cellular phones as a result of and in furtherance of their job duties as employees for
7 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
8 associated with the use of their personal cellular phones for DEFENDANT's benefit.
9 Specifically, PLAINTIFFS and other CALIFORNIA CLASS Members were required by
10 DEFENDANT to use their personal cellular phones. As a result, in the course of their
11 employment with DEFENDANT, PLAINTIFFS and other members of the CALIFORNIA
12 CLASS incurred unreimbursed business expenses which included, but were not limited to,
13 costs related to the use of their personal cellular phones all on behalf of and for the benefit of
14 DEFENDANT.

15 25. In violation of the applicable sections of the California Labor Code and the
16 requirements of the applicable Industrial Welfare Commission ("IWC") Wage Order,
17 DEFENDANT as a matter of company policy, practice and procedure, intentionally,
18 knowingly and systematically failed to provide PLAINTIFFS and the other Aggrieved
19 Employees suitable seating when the nature of these employees' work reasonably permitted
20 sitting.

21 26. DEFENDANT knew or should have known that PLAINTIFFS and other
22 Aggrieved Employees were entitled to suitable seating and/or were entitled to sit when it did
23 not interfere with the performance of their duties, and that DEFENDANT did not provide
24 suitable seating and/or did not allow them to sit when it did not interfere with the
25 performance of their duties.

26 27. By reason of this conduct applicable to PLAINTIFFS and all Aggrieved
27 Employees, DEFENDANT violated California Labor Code Section 1198 and California
28 Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Wage Order

1 4-2001, Section 14 by failing to provide suitable seats. PLAINTIFFS seek penalties on
2 behalf of PLAINTIFFS and other Aggrieved Employees as provided herein. Providing
3 suitable seating is the DEFENDANT's burden. As a result of DEFENDANT's intentional
4 disregard of the obligation to meet this burden, DEFENDANT violated the California Labor
5 Code and regulations promulgated thereunder as herein alleged.

6 28. Specifically as to PLAINTIFFS, DEFENDANT failed to provide all the
7 legally required off-duty meal and rest breaks to PLAINTIFFS as required by the applicable
8 Wage Order and Labor Code and failed to pay PLAINTIFFS all minimum and overtime
9 wages due to PLAINTIFFS. DEFENDANT did not have a policy or practice which
10 provided timely off-duty meal and rest breaks to PLAINTIFFS and also failed to compensate
11 PLAINTIFFS for PLAINTIFFS' missed meal and rest breaks. The nature of the work
12 performed by the PLAINTIFFS did not prevent PLAINTIFFS from being relieved of all of
13 PLAINTIFFS' duties for the legally required off-duty meal periods. As a result,
14 DEFENDANT's failure to provide PLAINTIFFS with the legally required meal periods is
15 evidenced by DEFENDANT's business records. The amount in controversy for
16 PLAINTIFFS individually does not exceed the sum or value of \$75,000.

17 **JURISDICTION AND VENUE**

18 29. This Court has jurisdiction over this Action pursuant to California Code of
19 Civil Procedure, Section 410.10 and California Business & Professions Code, Section
20 17203. This action is brought as a Class Action on behalf of PLAINTIFFS and similarly
21 situated employees of DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

22 30. Venue is proper in this Court pursuant to California Code of Civil Procedure,
23 Sections 395 and 395.5, because PLAINTIFFS worked in this County for DEFENDANT
24 and DEFENDANT (i) currently maintains and at all relevant times maintained offices and
25 facilities in this County and/or conducts substantial business in this County, and (ii)
26 committed the wrongful conduct herein alleged in this County against members of the
27 CALIFORNIA CLASS.
28

THE CALIFORNIA CLASS

31. PLAINTIFFS bring the First Cause of Action for Unfair, Unlawful and Deceptive Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as all individuals who are or previously were employed by DEFENDANT in California, including any employees staffed with DEFENDANT by a third party, and classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the period beginning on August 28, 2019 and ending on the date as determined by the Court (the "CALIFORNIA CLASS PERIOD"). The amount in controversy for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

32. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted accordingly.

33. DEFENDANT, as a matter of company policy, practice and procedure, and in violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements, and the applicable provisions of California law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT failed to record all meal and rest breaks missed by PLAINTIFFS and other CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit of this work, required employees to perform this work and permits or suffers to permit this work.

34. DEFENDANT has the legal burden to establish that each and every CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as required by California laws. The DEFENDANT, however, as a matter of policy and procedure failed to have in place during the CALIFORNIA CLASS PERIOD and still fails to have in place a policy or practice to ensure that each and every CALIFORNIA CLASS Member is paid as required by law. This common business practice is applicable to each and every CALIFORNIA CLASS Member can be adjudicated on a class-wide basis as

1 unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§ 17200, *et seq.*
2 (the “UCL”) as causation, damages, and reliance are not elements of this claim.

3 35. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA
4 CLASS Members is impracticable.

5 36. DEFENDANT violated the rights of the CALIFORNIA CLASS under
6 California law by:

- 7 (a) Committing an act of unfair competition in violation of , Cal. Bus. &
8 Prof. Code §§ 17200, *et seq.* (the "UCL"), by unlawfully, unfairly
9 and/or deceptively having in place company policies, practices and
10 procedures that failed to record and pay PLAINTIFFS and the other
11 members of the CALIFORNIA CLASS for all time worked, including
12 minimum wages owed and overtime wages owed for work performed
13 by these employees; and,
- 14 (b) Committing an act of unfair competition in violation of the UCL, by
15 failing to provide the PLAINTIFFS and the other members of the
16 CALIFORNIA CLASS with the legally required meal and rest periods.

17 37. This Class Action meets the statutory prerequisites for the maintenance of a
18 Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 19 (a) The persons who comprise the CALIFORNIA CLASS are so numerous
20 that the joinder of all such persons is impracticable and the disposition
21 of their claims as a class will benefit the parties and the Court;
- 22 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief
23 issues that are raised in this Complaint are common to the
24 CALIFORNIA CLASS will apply to every member of the
25 CALIFORNIA CLASS;
- 26 (c) The claims of the representative PLAINTIFFS are typical of the claims
27 of each member of the CALIFORNIA CLASS. PLAINTIFFS, like all
28 the other members of the CALIFORNIA CLASS, was classified as a

1 non-exempt employee paid on an hourly basis who was subjected to the
2 DEFENDANT's deceptive practice and policy which failed to provide
3 the legally required meal and rest periods to the CALIFORNIA CLASS
4 and thereby underpaid compensation to PLAINTIFFS and
5 CALIFORNIA CLASS. PLAINTIFFS sustained economic injury as a
6 result of DEFENDANT's employment practices. PLAINTIFFS and the
7 members of the CALIFORNIA CLASS were and are similarly or
8 identically harmed by the same unlawful, deceptive and unfair
9 misconduct engaged in by DEFENDANT; and,

- 10 (d) The representative PLAINTIFFS will fairly and adequately represent
11 and protect the interest of the CALIFORNIA CLASS, and has retained
12 counsel who are competent and experienced in Class Action litigation.
13 There are no material conflicts between the claims of the representative
14 PLAINTIFFS and the members of the CALIFORNIA CLASS that
15 would make class certification inappropriate. Counsel for the
16 CALIFORNIA CLASS will vigorously assert the claims of all
17 CALIFORNIA CLASS Members.

18 38. In addition to meeting the statutory prerequisites to a Class Action, this action
19 is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 20 (a) Without class certification and determination of declaratory, injunctive,
21 statutory and other legal questions within the class format, prosecution
22 of separate actions by individual members of the CALIFORNIA
23 CLASS will create the risk of:

- 24 1) Inconsistent or varying adjudications with respect to individual
25 members of the CALIFORNIA CLASS which would establish
26 incompatible standards of conduct for the parties opposing the
27 CALIFORNIA CLASS; and/or,
28

1 2) Adjudication with respect to individual members of the
2 CALIFORNIA CLASS which would as a practical matter be
3 dispositive of interests of the other members not party to the
4 adjudication or substantially impair or impede their ability to
5 protect their interests.

6 (b) The parties opposing the CALIFORNIA CLASS have acted or refused
7 to act on grounds generally applicable to the CALIFORNIA CLASS,
8 making appropriate class-wide relief with respect to the CALIFORNIA
9 CLASS as a whole in that DEFENDANT failed to pay all wages due to
10 members of the CALIFORNIA CLASS as required by law;

11 1) With respect to the First Cause of Action, the final relief on
12 behalf of the CALIFORNIA CLASS sought does not relate
13 exclusively to restitution because through this claim
14 PLAINTIFFS seek declaratory relief holding that the
15 DEFENDANT's policy and practices constitute unfair
16 competition, along with declaratory relief, injunctive relief, and
17 incidental equitable relief as may be necessary to prevent and
18 remedy the conduct declared to constitute unfair competition;

19 (c) Common questions of law and fact exist as to the members of the
20 CALIFORNIA CLASS, with respect to the practices and violations of
21 California law as listed above, and predominate over any question
22 affecting only individual CALIFORNIA CLASS Members, and a Class
23 Action is superior to other available methods for the fair and efficient
24 adjudication of the controversy, including consideration of:

25 1) The interests of the members of the CALIFORNIA CLASS in
26 individually controlling the prosecution or defense of separate
27 actions in that the substantial expense of individual actions will
28 be avoided to recover the relatively small amount of economic

1 losses sustained by the individual CALIFORNIA CLASS
2 Members when compared to the substantial expense and burden
3 of individual prosecution of this litigation;

4 2) Class certification will obviate the need for unduly duplicative
5 litigation that would create the risk of:

6 A. Inconsistent or varying adjudications with respect to
7 individual members of the CALIFORNIA CLASS, which
8 would establish incompatible standards of conduct for the
9 DEFENDANT; and/or,

10 B. Adjudications with respect to individual members of the
11 CALIFORNIA CLASS would as a practical matter be
12 dispositive of the interests of the other members not
13 parties to the adjudication or substantially impair or
14 impede their ability to protect their interests;

15 3) In the context of wage litigation because a substantial number of
16 individual CALIFORNIA CLASS Members will avoid asserting
17 their legal rights out of fear of retaliation by DEFENDANT,
18 which may adversely affect an individual's job with
19 DEFENDANT or with a subsequent employer, the Class Action
20 is the only means to assert their claims through a representative;
21 and,

22 4) A class action is superior to other available methods for the fair
23 and efficient adjudication of this litigation because class
24 treatment will obviate the need for unduly and unnecessary
25 duplicative litigation that is likely to result in the absence of
26 certification of this action pursuant to Cal. Code of Civ. Proc. §
27 382.
28

1 39. This Court should permit this action to be maintained as a Class Action
2 pursuant to Cal. Code of Civ. Proc. § 382 because:

- 3 (a) The questions of law and fact common to the CALIFORNIA CLASS
4 predominate over any question affecting only individual CALIFORNIA
5 CLASS Members because the DEFENDANT's employment practices
6 are applied with respect to the CALIFORNIA CLASS;
- 7 (b) A Class Action is superior to any other available method for the fair
8 and efficient adjudication of the claims of the members of the
9 CALIFORNIA CLASS because in the context of employment litigation
10 a substantial number of individual CALIFORNIA CLASS Members
11 will avoid asserting their rights individually out of fear of retaliation or
12 adverse impact on their employment;
- 13 (c) The members of the CALIFORNIA CLASS are so numerous that it is
14 impractical to bring all members of the CALIFORNIA CLASS before
15 the Court;
- 16 (d) PLAINTIFFS, and the other CALIFORNIA CLASS Members, will not
17 be able to obtain effective and economic legal redress unless the action
18 is maintained as a Class Action;
- 19 (e) There is a community of interest in obtaining appropriate legal and
20 equitable relief for the acts of unfair competition, statutory violations
21 and other improprieties, and in obtaining adequate compensation for the
22 damages and injuries which DEFENDANT's actions have inflicted
23 upon the CALIFORNIA CLASS;
- 24 (f) There is a community of interest in ensuring that the combined assets of
25 DEFENDANT are sufficient to adequately compensate the members of
26 the CALIFORNIA CLASS for the injuries sustained;
- 27 (g) DEFENDANT has acted or refused to act on grounds generally
28 applicable to the CALIFORNIA CLASS, thereby making final class-

1 wide relief appropriate with respect to the CALIFORNIA CLASS as a
2 whole;

3 (h) The members of the CALIFORNIA CLASS are readily ascertainable
4 from the business records of DEFENDANT; and,

5 (i) Class treatment provides manageable judicial treatment calculated to
6 bring a efficient and rapid conclusion to all litigation of all wage and
7 hour related claims arising out of the conduct of DEFENDANT as to
8 the members of the CALIFORNIA CLASS.

9 40. DEFENDANT maintains records from which the Court can ascertain and
10 identify by job title each of DEFENDANT's employees who have been intentionally
11 subjected to DEFENDANT's company policy, practices and procedures as herein alleged.
12 PLAINTIFFS will seek leave to amend the Complaint to include any additional job titles of
13 similarly situated employees when they have been identified.

14
15 **THE CALIFORNIA LABOR SUB-CLASS**

16 41. PLAINTIFFS further bring the Second, Third, Fourth, Fifth, Sixth, Seventh,
17 Eighth and Ninth causes Action on behalf of a California sub-class, defined as all members
18 of the CALIFORNIA CLASS who are or previously were employed by DEFENDANT in
19 California, including any employees staffed with DEFENDANT by a third party, and
20 classified as non exempt employees (the "CALIFORNIA LABOR SUB-CLASS") at any
21 time during the period beginning on August 28, 2020 and ending on the date as determined
22 by the Court (the "CALIFORNIA LABOR SUB-CLASS PERIOD") pursuant to Cal. Code
23 of Civ. Proc. § 382. The amount in controversy for the aggregate claim of CALIFORNIA
24 LABOR SUB-CLASS Members is under five million dollars (\$5,000,000.00).

25 42. DEFENDANT, in violation of the applicable Labor Code, Industrial Welfare
26 Commission ("IWC") Wage Order requirements, and the applicable provisions of California
27 law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT
28 failed to correctly calculate compensation for the time worked by PLAINTIFFS and the

1 other members of the CALIFORNIA LABOR SUB-CLASS and reporting time wages owed
2 to these employees, even though DEFENDANT enjoyed the benefit of this work, required
3 employees to perform this work and permitted or suffered to permit this work.
4 DEFENDANT has denied these CALIFORNIA LABOR SUB-CLASS Members wages to
5 which these employees are entitled in order to unfairly cheat the competition and unlawfully
6 profit. To the extent equitable tolling operates to toll claims by the CALIFORNIA LABOR
7 SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD
8 should be adjusted accordingly.

9 43. DEFENDANT maintains records from which the Court can ascertain and
10 identify by name and job title, each of DEFENDANT's employees who have been
11 intentionally subjected to DEFENDANT's company policy, practices and procedures as
12 herein alleged. PLAINTIFFS will seek leave to amend the complaint to include any
13 additional job titles of similarly situated employees when they have been identified.

14 44. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
15 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

16 45. Common questions of law and fact exist as to members of the CALIFORNIA
17 LABOR SUB-CLASS, including, but not limited, to the following:

- 18 (a) Whether DEFENDANT unlawfully failed to correctly calculate and
19 pay compensation due to members of the CALIFORNIA LABOR
20 SUB-CLASS for missed meal and rest breaks in violation of the
21 California Labor Code and California regulations and the applicable
22 California Wage Order;
- 23 (b) Whether DEFENDANT failed to provide the PLAINTIFFS and the
24 other members of the CALIFORNIA LABOR SUB-CLASS with
25 accurate itemized wage statements;
- 26 (c) Whether DEFENDANT has engaged in unfair competition by the
27 above-listed conduct;

- 1 (d) The proper measure of damages and penalties owed to the members of
2 the CALIFORNIA LABOR SUB-CLASS; and,
3 (e) Whether DEFENDANT's conduct was willful.

4 46. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-
5 CLASS under California law by:

- 6 (a) Violating Cal. Lab. Code § 510, by failing to correctly pay the
7 PLAINTIFFS and the members of the CALIFORNIA LABOR SUB-
8 CLASS all wages due for overtime worked, for which DEFENDANT is
9 liable pursuant to Cal. Lab. Code § 1194;
10 (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to
11 accurately pay PLAINTIFFS and the members of the CALIFORNIA
12 LABOR SUB-CLASS the correct minimum wage pay for which
13 DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;
14 (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFFS and
15 the members of the CALIFORNIA LABOR SUB-CLASS with an
16 accurate itemized statement in writing showing the corresponding
17 correct amount of wages earned by the employee;
18 (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide
19 PLAINTIFFS and the other members of the CALIFORNIA LABOR
20 SUB-CLASS with all legally required off-duty, uninterrupted thirty
21 (30) minute meal breaks and the legally required off-duty rest breaks;
22 (e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that
23 when an employee is discharged or quits from employment, the
24 employer must pay the employee all wages due without abatement, by
25 failing to tender full payment and/or restitution of wages owed or in the
26 manner required by California law to the members of the
27 CALIFORNIA LABOR SUB-CLASS who have terminated their
28 employment; and,

- 1 (f) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFFS
2 and the CALIFORNIA LABOR SUB-CLASS members with necessary
3 expenses incurred in the discharge of their job duties.

4 47. This Class Action meets the statutory prerequisites for the maintenance of a
5 Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 6 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS
7 are so numerous that the joinder of all CALIFORNIA LABOR SUB-
8 CLASS Members is impracticable and the disposition of their claims as
9 a class will benefit the parties and the Court;
- 10 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief
11 issues that are raised in this Complaint are common to the
12 CALIFORNIA LABOR SUB-CLASS and will apply to every member
13 of the CALIFORNIA LABOR SUB-CLASS;
- 14 (c) The claims of the representative PLAINTIFFS are typical of the claims
15 of each member of the CALIFORNIA LABOR SUB-CLASS.
16 PLAINTIFFS, like all the other members of the CALIFORNIA
17 LABOR SUB-CLASS, was a non-exempt employee paid on an hourly
18 basis who was subjected to the DEFENDANT's practice and policy
19 which failed to pay the correct amount of wages due to the
20 CALIFORNIA LABOR SUB-CLASS. PLAINTIFFS sustained
21 economic injury as a result of DEFENDANT's employment practices.
22 PLAINTIFFS and the members of the CALIFORNIA LABOR SUB-
23 CLASS were and are similarly or identically harmed by the same
24 unlawful, deceptive, and unfair misconduct engaged in by
25 DEFENDANT; and,
- 26 (d) The representative PLAINTIFFS will fairly and adequately represent
27 and protect the interest of the CALIFORNIA LABOR SUB-CLASS,
28 and has retained counsel who are competent and experienced in Class

1 Action litigation. There are no material conflicts between the claims of
2 the representative PLAINTIFFS and the members of the CALIFORNIA
3 LABOR SUB-CLASS that would make class certification
4 inappropriate. Counsel for the CALIFORNIA LABOR SUB-CLASS
5 will vigorously assert the claims of all CALIFORNIA LABOR SUB-
6 CLASS Members.

7 48. In addition to meeting the statutory prerequisites to a Class Action, this action
8 is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

9 (a) Without class certification and determination of declaratory, injunctive,
10 statutory and other legal questions within the class format, prosecution
11 of separate actions by individual members of the CALIFORNIA
12 LABOR SUB-CLASS will create the risk of:

- 13 1) Inconsistent or varying adjudications with respect to individual
14 members of the CALIFORNIA LABOR SUB-CLASS which
15 would establish incompatible standards of conduct for the
16 parties opposing the CALIFORNIA LABOR SUB-CLASS; or,
17 2) Adjudication with respect to individual members of the
18 CALIFORNIA LABOR SUB-CLASS which would as a
19 practical matter be dispositive of interests of the other members
20 not party to the adjudication or substantially impair or impede
21 their ability to protect their interests.

22 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have
23 acted or refused to act on grounds generally applicable to the
24 CALIFORNIA LABOR SUB-CLASS, making appropriate class-wide
25 relief with respect to the CALIFORNIA LABOR SUB-CLASS as a
26 whole in that DEFENDANT fails to pay all wages due. Including the
27 correct wages for all time worked by the members of the
28 CALIFORNIA LABOR SUB-CLASS as required by law;

1 (c) Common questions of law and fact predominate as to the members of
2 the CALIFORNIA LABOR SUB-CLASS, with respect to the practices
3 and violations of California Law as listed above, and predominate over
4 any question affecting only individual CALIFORNIA LABOR SUB-
5 CLASS Members, and a Class Action is superior to other available
6 methods for the fair and efficient adjudication of the controversy,
7 including consideration of:

- 8 1) The interests of the members of the CALIFORNIA LABOR
9 SUB-CLASS in individually controlling the prosecution or
10 defense of separate actions in that the substantial expense of
11 individual actions will be avoided to recover the relatively small
12 amount of economic losses sustained by the individual
13 CALIFORNIA LABOR SUB-CLASS Members when compared
14 to the substantial expense and burden of individual prosecution
15 of this litigation;
- 16 2) Class certification will obviate the need for unduly duplicative
17 litigation that would create the risk of:
- 18 A. Inconsistent or varying adjudications with respect to
19 individual members of the CALIFORNIA LABOR SUB-
20 CLASS, which would establish incompatible standards of
21 conduct for the DEFENDANT; and/or,
- 22 B. Adjudications with respect to individual members of the
23 CALIFORNIA LABOR SUB-CLASS would as a
24 practical matter be dispositive of the interests of the other
25 members not parties to the adjudication or substantially
26 impair or impede their ability to protect their interests;
- 27 3) In the context of wage litigation because a substantial number of
28 individual CALIFORNIA LABOR SUB-CLASS Members will

1 avoid asserting their legal rights out of fear of retaliation by
2 DEFENDANT, which may adversely affect an individual's job
3 with DEFENDANT or with a subsequent employer, the Class
4 Action is the only means to assert their claims through a
5 representative; and,

- 6 4) A class action is superior to other available methods for the fair
7 and efficient adjudication of this litigation because class
8 treatment will obviate the need for unduly and unnecessary
9 duplicative litigation that is likely to result in the absence of
10 certification of this action pursuant to Cal. Code of Civ. Proc. §
11 382.

12 49. This Court should permit this action to be maintained as a Class Action
13 pursuant to Cal. Code of Civ. Proc. § 382 because:

- 14 (a) The questions of law and fact common to the CALIFORNIA LABOR
15 SUB-CLASS predominate over any question affecting only individual
16 CALIFORNIA LABOR SUB-CLASS Members;
- 17 (b) A Class Action is superior to any other available method for the fair
18 and efficient adjudication of the claims of the members of the
19 CALIFORNIA LABOR SUB-CLASS because in the context of
20 employment litigation a substantial number of individual
21 CALIFORNIA LABOR SUB-CLASS Members will avoid asserting
22 their rights individually out of fear of retaliation or adverse impact on
23 their employment;
- 24 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so
25 numerous that it is impractical to bring all members of the
26 CALIFORNIA LABOR SUB-CLASS before the Court;
- 27
28

- 1 (d) PLAINTIFFS, and the other CALIFORNIA LABOR SUB-CLASS
2 Members, will not be able to obtain effective and economic legal
3 redress unless the action is maintained as a Class Action;
- 4 (e) There is a community of interest in obtaining appropriate legal and
5 equitable relief for the acts of unfair competition, statutory violations
6 and other improprieties, and in obtaining adequate compensation for the
7 damages and injuries which DEFENDANT's actions have inflicted
8 upon the CALIFORNIA LABOR SUB-CLASS;
- 9 (f) There is a community of interest in ensuring that the combined assets of
10 DEFENDANT are sufficient to adequately compensate the members of
11 the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;
- 12 (g) DEFENDANT has acted or refused to act on grounds generally
13 applicable to the CALIFORNIA LABOR SUB-CLASS, thereby
14 making final class-wide relief appropriate with respect to the
15 CALIFORNIA LABOR SUB-CLASS as a whole;
- 16 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily
17 ascertainable from the business records of DEFENDANT. The
18 CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA
19 CLASS Members who worked for DEFENDANT in California at any
20 time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,
- 21 (i) Class treatment provides manageable judicial treatment calculated to
22 bring a efficient and rapid conclusion to all litigation of all wage and
23 hour related claims arising out of the conduct of DEFENDANT as to
24 the members of the CALIFORNIA LABOR SUB-CLASS.

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1 **FIRST CAUSE OF ACTION**

2 **For Unlawful Business Practices**

3 **[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]**

4 **(By PLAINTIFFS and the CALIFORNIA CLASS and Against All Defendants)**

5 50. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege
6 and incorporate by this reference, as though fully set forth herein, the prior paragraphs of
7 this Complaint.

8 51. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof.
9 Code § 17021.

10 52. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
11 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section
12 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
13 competition as follows:

14 Any person who engages, has engaged, or proposes to engage in unfair
15 competition may be enjoined in any court of competent jurisdiction. The court
16 may make such orders or judgments, including the appointment of a receiver,
17 as may be necessary to prevent the use or employment by any person of any
18 practice which constitutes unfair competition, as defined in this chapter, or as
19 may be necessary to restore to any person in interest any money or property,
20 real or personal, which may have been acquired by means of such unfair
21 competition.

22 Cal. Bus. & Prof. Code § 17203.

23 53. By the conduct alleged herein, DEFENDANT has engaged and continues to
24 engage in a business practice which violates California law, including but not limited to, the
25 applicable Industrial Wage Order(s), the California Code of Regulations and the California
26 Labor Code including Sections 204, 210, 221, 226.7, 246, 510, 512, 1194, 1197, 1197.1,
27 1198, 2802 and the Fair Labor Standards Act and federal regulations promulgated
28 thereunder, for which this Court should issue declaratory and other equitable relief pursuant
to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct
held to constitute unfair competition, including restitution of wages wrongfully withheld.

1 54. By the conduct alleged herein, DEFENDANT's practices were unlawful and
2 unfair in that these practices violate public policy, were immoral, unethical, oppressive,
3 unscrupulous or substantially injurious to employees, and were without valid justification or
4 utility for which this Court should issue equitable and injunctive relief pursuant to Section
5 17203 of the California Business & Professions Code, including restitution of wages
6 wrongfully withheld.

7 55. By the conduct alleged herein, DEFENDANT's practices were deceptive and
8 fraudulent in that DEFENDANT's policy and practice failed to provide the legally
9 mandated meal and rest periods, the required amount of compensation for missed meal and
10 rest periods and overtime and minimum wages owed, failed to timely pay wages, and failed
11 to reimburse all necessary business expenses incurred, and failed to provide Fair Labor
12 Standards Act overtime wages due for overtime worked as a result of failing to include non-
13 discretionary incentive compensation into their regular rates of pay for purposes of
14 computing the proper overtime pay due to a business practice that cannot be justified,
15 pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements
16 in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should issue
17 injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
18 restitution of wages wrongfully withheld.

19 56. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
20 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFFS
21 and the other members of the CALIFORNIA CLASS to be underpaid during their
22 employment with DEFENDANT.

23 57. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
24 unfair and deceptive in that DEFENDANT's policies, practices and procedures failed to
25 provide all legally required meal breaks to PLAINTIFFS and the other members of the
26 CALIFORNIA CLASS as required by Cal. Lab. Code §§ 226.7 and 512.

27 58. Therefore, PLAINTIFFS demand on behalf of herself and on behalf of each
28 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty

1 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of
2 pay for each workday in which a second off-duty meal period was not timely provided for
3 each ten (10) hours of work.

4 59. PLAINTIFFS further demand on behalf of themselves and each member of the
5 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off
6 duty paid rest period was not timely provided as required by law.

7 60. By and through the unlawful and unfair business practices described herein,
8 DEFENDANT has obtained valuable property, money and services from PLAINTIFFS and
9 the other members of the CALIFORNIA CLASS, including earned wages for all time
10 worked, and has deprived them of valuable rights and benefits guaranteed by law and
11 contract, all to the detriment of these employees and to the benefit of DEFENDANT so as to
12 allow DEFENDANT to unfairly compete against competitors who comply with the law.

13 61. All the acts described herein as violations of, among other things, the
14 Industrial Welfare Commission Wage Orders, the California Code of Regulations, and the
15 California Labor Code, were unlawful and in violation of public policy, were immoral,
16 unethical, oppressive and unscrupulous, were deceptive, and thereby constitute unlawful,
17 unfair and deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et*
18 *seq.*

19 62. PLAINTIFFS and the other members of the CALIFORNIA CLASS are
20 entitled to, and do, seek such relief as may be necessary to restore to them the money and
21 property which DEFENDANT has acquired, or of which PLAINTIFFS and the other
22 members of the CALIFORNIA CLASS have been deprived, by means of the above
23 described unlawful and unfair business practices, including earned but unpaid wages for all
24 time worked.

25 63. PLAINTIFFS and the other members of the CALIFORNIA CLASS are further
26 entitled to, and do, seek a declaration that the described business practices are unlawful,
27 unfair and deceptive, and that injunctive relief should be issued restraining DEFENDANT
28 from engaging in any unlawful and unfair business practices in the future.

64. PLAINTIFFS and the other members of the CALIFORNIA CLASS have no plain, speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a result of the unlawful and unfair business practices described herein, PLAINTIFFS and the other members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal and economic harm unless DEFENDANT is restrained from continuing to engage in these unlawful and unfair business practices.

SECOND CAUSE OF ACTION

For Failure To Pay Minimum Wages

[Cal. Lab. Code §§ 1194, 1197 and 1197.1]

(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS

and Against All Defendants)

65. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

66. PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS bring a claim for DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial Welfare Commission requirements for DEFENDANT's failure to accurately calculate and pay minimum wages to PLAINTIFFS and CALIFORNIA CLASS Members.

67. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked.

68. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.

1 69. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid
2 wages, including minimum wage compensation and interest thereon, together with the costs
3 of suit.

4 70. DEFENDANT maintained a wage practice of paying PLAINTIFFS and the
5 other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct
6 amount of time they work. As set forth herein, DEFENDANT's policy and practice was to
7 unlawfully and intentionally deny timely payment of wages due to PLAINTIFFS and the
8 other members of the CALIFORNIA LABOR SUB-CLASS.

9 71. DEFENDANT's unlawful wage and hour practices manifested, without
10 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
11 implementing a policy and practice that denies accurate compensation to PLAINTIFFS and
12 the other members of the CALIFORNIA LABOR SUB-CLASS in regards to minimum
13 wage pay.

14 72. In committing these violations of the California Labor Code, DEFENDANT
15 inaccurately calculated the correct time worked and consequently underpaid the actual time
16 worked by PLAINTIFFS and other members of the CALIFORNIA LABOR SUB-CLASS.
17 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and
18 other benefits in violation of the California Labor Code, the Industrial Welfare Commission
19 requirements and other applicable laws and regulations.

20 73. As a direct result of DEFENDANT's unlawful wage practices as alleged
21 herein, PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS
22 did not receive the correct minimum wage compensation for their time worked for
23 DEFENDANT.

24 74. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT
25 required, permitted or suffered PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS
26 Members to work without paying them for all the time they were under DEFENDANT's
27 control. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFFS and the
28

1 other members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked
2 that they were entitled to, constituting a failure to pay all earned wages.

3 75. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
4 compensation to PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
5 CLASS for the true time they worked, PLAINTIFFS and the other members of the
6 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
7 injury in amounts which are presently unknown to them and which will be ascertained
8 according to proof at trial.

9 76. DEFENDANT knew or should have known that PLAINTIFFS and the other
10 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for their
11 time worked. DEFENDANT elected, either through intentional malfeasance or gross
12 nonfeasance, to not pay employees for their labor as a matter of company policy, practice
13 and procedure, and DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFFS
14 and the other members of the CALIFORNIA LABOR SUB-CLASS the correct minimum
15 wages for their time worked.

16 77. In performing the acts and practices herein alleged in violation of California
17 labor laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-
18 CLASS for all time worked and provide them with the requisite compensation,
19 DEFENDANT acted and continues to act intentionally, oppressively, and maliciously
20 toward PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS
21 with a conscious and utter disregard for their legal rights, or the consequences to them, and
22 with the despicable intent of depriving them of their property and legal rights, and otherwise
23 causing them injury in order to increase company profits at the expense of these employees.

24 78. PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
25 CLASS therefore request recovery of all unpaid wages, according to proof, interest,
26 statutory costs, as well as the assessment of any statutory penalties against DEFENDANT,
27 in a sum as provided by the California Labor Code and/or other applicable statutes. To the
28 extent minimum wage compensation is determined to be owed to the CALIFORNIA

1 LABOR SUB-CLASS Members who have terminated their employment, DEFENDANT's
2 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also
3 be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought
4 herein on behalf of these CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's
5 conduct as alleged herein was willful, intentional and not in good faith. Further,
6 PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members are entitled to seek
7 and recover statutory costs.

8
9 **THIRD CAUSE OF ACTION**

10 **For Failure To Pay Overtime Compensation**

11 **[Cal. Lab. Code § 510]**

12 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All**
13 **Defendants)**

14 79. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-
15 CLASS, reallege and incorporate by this reference, as though full set forth herein, the prior
16 paragraphs of this Complaint.

17 80. PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
18 CLASS bring a claim for DEFENDANT's willful and intentional violations of the
19 California Labor Code and the Industrial Welfare Commission requirements for
20 DEFENDANT's failure to pay these employees for all overtime worked, including, work
21 performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday,
22 and/or forty (40) hours in any workweek.

23 81. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
24 public policy, an employer must timely pay its employees for all hours worked.

25 82. Cal. Lab. Code § 510 further provides that employees in California shall not
26 be employed more than eight (8) hours per workday and more than forty (40) hours per
27 workweek unless they receive additional compensation beyond their regular wages in
28 amounts specified by law.

1 83. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid
2 wages, including minimum wage and overtime compensation and interest thereon, together
3 with the costs of suit. Cal. Lab. Code § 1198 further states that the employment of an
4 employee for longer hours than those fixed by the Industrial Welfare Commission is
5 unlawful.

6 84. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFFS and
7 CALIFORNIA LABOR SUB-CLASS Members were required, permitted or suffered by
8 DEFENDANT to work for DEFENDANT and were not paid for all the time they worked,
9 including overtime work.

10 85. DEFENDANT's unlawful wage and hour practices manifested, without
11 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
12 implementing a policy and practice that failed to accurately record overtime worked by
13 PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members and denied
14 accurate compensation to PLAINTIFFS and the other members of the CALIFORNIA
15 LABOR SUB-CLASS for overtime worked, including, the overtime work performed in
16 excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty
17 (40) hours in any workweek.

18 86. In committing these violations of the California Labor Code, DEFENDANT
19 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
20 PLAINTIFFS and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT
21 acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in
22 violation of the California Labor Code, the Industrial Welfare Commission requirements and
23 other applicable laws and regulations. As a direct result of DEFENDANT's unlawful wage
24 practices as alleged herein, the PLAINTIFFS and the other members of the CALIFORNIA
25 LABOR SUB-CLASS did not receive full compensation for overtime worked.

26 87. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
27 from the overtime requirements of the law. None of these exemptions are applicable to the
28 PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,

1 PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS were not
2 subject to a valid collective bargaining agreement that would preclude the causes of action
3 contained herein this Complaint. Rather, PLAINTIFFS bring this Action on behalf of
4 themselves and the CALIFORNIA LABOR SUB-CLASS based on DEFENDANT's
5 violations of non-negotiable, non-waiveable rights provided by the State of California.

6 88. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFFS
7 and the other members of the CALIFORNIA LABOR SUB-CLASS have been paid less for
8 overtime worked that they are entitled to, constituting a failure to pay all earned wages.

9 89. DEFENDANT failed to accurately pay the PLAINTIFFS and the other
10 members of the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they
11 worked which was in excess of the maximum hours permissible by law as required by Cal.
12 Lab. Code §§ 510, 1194 & 1198, even though PLAINTIFFS and the other members of the
13 CALIFORNIA LABOR SUB-CLASS were required to work, and did in fact work, overtime
14 as to which DEFENDANT failed to accurately record and pay as evidenced by
15 DEFENDANT's business records and witnessed by employees.

16 90. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
17 compensation to PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
18 CLASS for the true amount of time they worked, PLAINTIFFS and the other members of
19 the CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an
20 economic injury in amounts which are presently unknown to them and which will be
21 ascertained according to proof at trial.

22 91. DEFENDANT knew or should have known that PLAINTIFFS and the other
23 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for all
24 overtime worked. DEFENDANT elected, either through intentional malfeasance or gross
25 nonfeasance, to not pay employees for their labor as a matter of company policy, practice
26 and procedure, and DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFFS
27 and the other members of the CALIFORNIA LABOR SUB-CLASS for overtime worked.
28

1 92. In performing the acts and practices herein alleged in violation of California
2 labor laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-
3 CLASS for all overtime worked and provide them with the requisite overtime compensation,
4 DEFENDANT acted and continues to act intentionally, oppressively, and maliciously
5 toward PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS
6 with a conscious of and utter disregard for their legal rights, or the consequences to them,
7 and with the despicable intent of depriving them of their property and legal rights, and
8 otherwise causing them injury in order to increase company profits at the expense of these
9 employees.

10 93. PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
11 CLASS therefore request recovery of all overtime wages, according to proof, interest,
12 statutory costs, as well as the assessment of any statutory penalties against DEFENDANT,
13 in a sum as provided by the California Labor Code and/or other applicable statutes. To the
14 extent minimum and/or overtime compensation is determined to be owed to the
15 CALIFORNIA LABOR SUB-CLASS Members who have terminated their employment,
16 DEFENDANT's conduct also violates Labor Code §§ 201 and/or 202, and therefore these
17 individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which
18 penalties are sought herein on behalf of these CALIFORNIA LABOR SUB-CLASS
19 Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in
20 good faith. Further, PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS
21 Members are entitled to seek and recover statutory costs.

22
23 **FOURTH CAUSE OF ACTION**

24 **For Failure to Provide Required Meal Periods**

25 **[Cal. Lab. Code §§ 226.7 & 512]**

26 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All**
27 **Defendants)**

1 94. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-
2 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
3 paragraphs of this Complaint.

4 95. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time
5 failed to provide all the legally required off-duty meal breaks to PLAINTIFFS and the other
6 CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order
7 and Labor Code. The nature of the work performed by PLAINTIFFS and CALIFORNIA
8 LABOR SUB-CLASS MEMBERS did not prevent these employees from being relieved of
9 all of their duties for the legally required off-duty meal periods. As a result of their rigorous
10 work schedules, PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members
11 were from time to time not fully relieved of duty by DEFENDANT for their meal periods.
12 Additionally, DEFENDANT's failure to provide PLAINTIFFS and the CALIFORNIA
13 LABOR SUB-CLASS Members with legally required meal breaks prior to their fifth (5th)
14 hour of work is evidenced by DEFENDANT's business records from time to time. Further,
15 DEFENDANT failed to provide PLAINTIFFS and CALIFORNIA CLASS Members with a
16 second off-duty meal period in some workdays in which these employees were required by
17 DEFENDANT to work ten (10) hours of work from time to time. As a result, PLAINTIFFS
18 and other members of the CALIFORNIA LABOR SUB-CLASS therefore forfeited meal
19 breaks without additional compensation and in accordance with DEFENDANT's strict
20 corporate policy and practice.

21 96. DEFENDANT further violates California Labor Code §§ 226.7 and the
22 applicable IWC Wage Order by failing to compensate PLAINTIFFS and CALIFORNIA
23 LABOR SUB-CLASS Members who were not provided a meal period, in accordance with
24 the applicable Wage Order, one additional hour of compensation at each employee's regular
25 rate of pay for each workday that a meal period was not provided.

26 97. As a proximate result of the aforementioned violations, PLAINTIFFS and
27 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
28

1 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
2 suit.

3
4 **FIFTH CAUSE OF ACTION**

5 **For Failure to Provide Required Rest Periods**

6 **[Cal. Lab. Code §§ 226.7 & 512]**

7 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All**
8 **Defendants)**

9 98. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-
10 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
11 paragraphs of this Complaint.

12 99. PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members were
13 from time to time required to work in excess of four (4) hours without being provided ten
14 (10) minute rest periods. Further, these employees from time to time were denied their first
15 rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4)
16 hours, a first and second rest period of at least ten (10) minutes for some shifts worked of
17 between six (6) and eight (8) hours, and a first, second and third rest period of at least ten
18 (10) minutes for some shifts worked of ten (10) hours or more from time to time.

19 PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members were also not
20 provided with one hour wages in lieu thereof. As a result of their rigorous work schedules,
21 PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members were periodically
22 denied their proper rest periods by DEFENDANT and DEFENDANT's managers.

23 100. DEFENDANT further violated California Labor Code §§ 226.7 and the
24 applicable IWC Wage Order by failing to compensate PLAINTIFFS and CALIFORNIA
25 LABOR SUB-CLASS Members who were not provided a rest period, in accordance with
26 the applicable Wage Order, one additional hour of compensation at each employee's regular
27 rate of pay for each workday that rest period was not provided.

101. As a proximate result of the aforementioned violations, PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

SIXTH CAUSE OF ACTION

For Failure to Provide Accurate Itemized Statements

[Cal. Lab. Code § 226]

(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

102. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

103. Cal. Labor Code § 226 provides that an employer must furnish employees with 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 piecerate 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 and 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, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement,
- (8) the name and address of the legal entity that is the employer, and
- (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

104. From time to time, DEFENDANT also failed to provide PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate

1 wage statements which failed to show, among other things, the correct gross and net wages
2 earned. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her
3 employees with an accurate itemized wage statement in writing showing, among other
4 things, gross wages earned and all applicable hourly rates in effect during the pay period and
5 the corresponding amount of time worked at each hourly rate. PLAINTIFFS and
6 CALIFORNIA LABOR SUB-CLASS Members were paid on an hourly basis. As such, the
7 wage statements should reflect all applicable hourly rates during the pay period and the total
8 hours worked, and the applicable pay period in which the wages were earned pursuant to
9 California Labor Code Section 226(a). The wage statements DEFENDANT provided to
10 PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members failed to identify
11 such information. More specifically, the wage statements failed to identify the accurate total
12 hours worked each pay period. When the hours shown on the wage statements were added
13 up, they did not equal the actual total hours worked during the pay period in violation of
14 Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this paragraph,
15 DEFENDANT failed to issue to PLAINTIFFS an itemized wage statement that lists all the
16 requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT from time
17 to time provided PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
18 CLASS with wage statements which violated Cal. Lab. Code § 226.

19 105. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab.
20 Code § 226, causing injury and damages to PLAINTIFFS and the other members of the
21 CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs
22 expended calculating the correct wages for all missed meal and rest breaks and the amount
23 of employment taxes which were not properly paid to state and federal tax authorities.
24 These damages are difficult to estimate. Therefore, PLAINTIFFS and the other members of
25 the CALIFORNIA LABOR SUB-CLASS may elect to recover liquidated damages of fifty
26 dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred
27 dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code §
28 226, in an amount according to proof at the time of trial (but in no event more than four

1 thousand dollars (\$4,000.00) for PLAINTIFFS and each respective member of the
2 CALIFORNIA LABOR SUB-CLASS herein).

3
4 **SEVENTH CAUSE OF ACTION**

5 **For Failure to Reimburse Employees for Required Expenses**

6 **[Cal. Lab. Code § 2802]**

7 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All**
8 **Defendants)**

9 106. PLAINTIFFS and the other CALIFORNIA LABOR SUB-CLASS members
10 reallege and incorporate by this reference, as though fully set forth herein, the prior
11 paragraphs of this Complaint.

12 107. Cal. Lab. Code § 2802 provides, in relevant part, that:

13 An employer shall indemnify his or her employee for all necessary
14 expenditures or losses incurred by the employee in direct consequence of the
15 discharge of his or her duties, or of his or her obedience to the directions of the
16 employer, even though unlawful, unless the employee, at the time of obeying
17 the directions, believed them to be unlawful.

18 108. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802,
19 by failing to indemnify and reimburse PLAINTIFFS and the CALIFORNIA LABOR SUB-
20 CLASS members for required expenses incurred in the discharge of their job duties for
21 DEFENDANT's benefit. DEFENDANT failed to reimburse PLAINTIFFS and the
22 CALIFORNIA LABOR SUB-CLASS members for expenses which included, but were not
23 limited to, costs related to using their personal cellular phones on behalf of and for the
24 benefit of DEFENDANT. Specifically, PLAINTIFFS and other CALIFORNIA LABOR
25 SUB-CLASS Members were required by DEFENDANT to use their personal cellular
26 phones and home offices in order to perform work related job tasks. DEFENDANT's policy
27 and practice was to not reimburse PLAINTIFFS and the CALIFORNIA LABOR SUB-
28 CLASS members for expenses resulting from using their personal cellular phones and home
offices for DEFENDANT within the course and scope of their employment for

1 DEFENDANT. These expenses were necessary to complete their principal job duties.
2 DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of this
3 expectation. Although these expenses were necessary expenses incurred by PLAINTIFFS
4 and the CALIFORNIA LABOR SUB-CLASS members, DEFENDANT failed to indemnify
5 and reimburse PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS members for
6 these expenses as an employer is required to do under the laws and regulations of California.

7 109. PLAINTIFFS therefore demand reimbursement for expenditures or losses
8 incurred by themselves and the CALIFORNIA LABOR SUB-CLASS members in the
9 discharge of their job duties for DEFENDANT, or their obedience to the directions of
10 DEFENDANT, with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

11 **EIGHTH CAUSE OF ACTION**

12 **For Failure to Pay Wages When Due**

13 **[Cal. Lab. Code §§ 201, 202, 203]**

14 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS**
15 **and Against All Defendants)**

16 110. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-
17 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior
18 paragraphs of this Complaint.

19 111. Cal. Lab. Code § 200 provides, in relevant part, that:

20 As used in this article:

21 (a) "Wages" includes all amounts for labor performed by employees of
22 every description, whether the amount is fixed or ascertained by the
23 standard of time, task, piece, Commission basis, or other method of calculation.

24 (b) "Labor" includes labor, work, or service whether rendered or
25 performed under contract, subcontract, partnership, station plan, or other
26 agreement if the labor to be paid for is performed personally by the person
27 demanding payment.

28 112. Cal. Lab. Code § 201 provides, in relevant part, "that If an employer
discharges an employee, the wages earned and unpaid at the time of discharge are due and
payable immediately."

113. Cal. Lab. Code § 202 provides, in relevant part, that:

1 If an employee not having a written contract for a definite period quits his
2 or her employment, his or her wages shall become due and payable not
3 later than 72 hours thereafter, unless the employee has given 72 hours
4 previous notice of his or her intention to quit, in which case the employee
5 is entitled to his or her wages at the time of quitting. Notwithstanding any
6 other provision of law, an employee who quits without providing a 72-
hour notice shall be entitled to receive payment by mail if he or she so
requests and designates a mailing address. The date of the mailing shall
constitute the date of payment for purposes of the requirement to provide
payment within 72 hours of the notice of quitting.

7 114. There was no definite term in PLAINTIFFS' or any CALIFORNIA LABOR
8 SUB-CLASS Members' employment contract.

9 115. Cal. Lab. Code § 203 provides, in relevant part, that:

10 If an employer willfully fails to pay, without abatement or reduction, in
11 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
12 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.

13 116. The employment of PLAINTIFFS and many CALIFORNIA LABOR SUB-
14 CLASS Members has terminated and DEFENDANT has not tendered payment of all wages
15 owed as required by law. Additionally, at all times during the term of PLAINTIFFS'
16 employment with DEFENDANT, PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS
17 Members earned and accrued vested vacation and holiday time on the date of their
18 termination pursuant to DEFENDANT's uniform vacation policies and applicable California
19 law. The amount of vacation pay PLAINTIFFS and the other CALIFORNIA LABOR SUB-
20 CLASS Members earned and accumulated is evidenced by DEFENDANT's business
21 records. Additionally, DEFENDANT also underpaid accrued vested vacation wages to
22 PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS MEMBERS by failing to pay
23 such wages at the regular rate of pay and more specifically the final rate of pay that included
24 all non-discretionary incentive compensation. Rather than pay vacation wages at the regular
25 rate of pay, DEFENDANT underpaid vacation wages to PLAINTIFFS and other
26 CALIFORNIA LABOR SUB-CLASS Members at their base rates of pay, instead of
27 including all of PLAINTIFFS' and CALIFORNIA LABOR SUB-CLASS Members' non-
28 discretionary incentive compensation into the vacation wage payment calculations.

1 DEFENDANT failed to specify in DEFENDANT's written vacation policy the rate at which
2 PLAINTIFFS and other CALIFORNIA LABOR CLASS Members would be paid vacation
3 upon leaving employment with DEFENDANT. As a result of DEFENDANT's unlawful
4 practice, policy and procedure to deny paying the PLAINTIFFS and the other members of
5 the CALIFORNIA LABOR SUB-CLASS all of their vested vacation and holiday time,
6 DEFENDANT failed to pay the PLAINTIFFS and the members of the CALIFORNIA
7 LABOR SUB-CLASS all vested vacation time as wages due upon employment termination,
8 in violation of the California Labor Code, Sections 201, 202, 203 and 227.3. Similarly,
9 DEFENDANT underpaid waiting time penalties to PLAINTIFFS and other CALIFORNIA
10 LABOR SUB-CLASS Members at their base rates of pay, instead of including all of
11 PLAINTIFFS' and CALIFORNIA LABOR SUB-CLASS Members' non-discretionary
12 compensation into the waiting time penalty calculations. This failure by DEFENDANT is
13 believed to be the result of DEFENDANT's unlawful, unfair and deceptive refusal to
14 provide compensation for earned, accrued and vested vacation and holiday time, as well as
15 the corresponding waiting time penalties that were paid. DEFENDANT perpetrated this
16 unlawful, unfair and deceptive practice to the detriment of the PLAINTIFFS and the
17 members of the CALIFORNIA LABOR SUB-CLASS . DEFENDANT's uniform practice
18 and policy of failing to pay the LABOR SUB-CLASS Members for all vested vacation and
19 holiday time accumulated at employment termination violated and continues to violate
20 Section 227.3 of the California Labor Code.

21 117. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the
22 members of the CALIFORNIA LABOR SUB-CLASS whose employment has terminated
23 and who have not been fully paid their wages due to them, PLAINTIFFS demand thirty days
24 of pay as penalty for not paying all wages due at time of termination for all employees who
25 terminated employment during the CALIFORNIA LABOR SUB-CLASS PERIOD and
26 demands an accounting and payment of all wages due, plus interest and statutory costs as
27 allowed by law.
28

1 **NINTH CAUSE OF ACTION**

2 **For Failure to Pay Sick Pay Wages**

3 **[Cal. Lab. Code §§ 201-204, 210, 233, 246]**

4 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS**

5 **and Against All Defendants)**

6 118. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-
7 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior
8 paragraphs of this Complaint.

9 119. Cal Lab. Code § 233 provides that an employer must permit an employee to
10 use accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then
11 current rate of entitlement. Cal Lab. Code § 246 provides that an employee is entitled to
12 sick pay wages for use of accrued sick leave pursuant to Cal Lab. Code § 246.5.
13 Specifically, once accrued sick leave is used as paid sick time, an employee has a vested
14 right to sick pay wages, which an employer must calculate and compensate based on one of
15 two calculations: (i) "Paid sick time for nonexempt employees shall be calculated in the
16 same manner as the regular rate of pay for the workweek in which the employee uses paid
17 sick time, whether or not the employee actually works overtime in that workweek," or (ii)
18 "Paid sick time for nonexempt employees shall be calculated by dividing the employee's
19 total wages, not including overtime premium pay, by the employee's total hours worked in
20 the full pay periods of the prior 90 days of employment." Under Cal Lab. Code §§ 218 and
21 233, employees may sue to recover underpaid sick pay wages as damages.

22 120. As a matter of policy and practice, DEFENDANT pays sick pay wages to
23 PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS at the
24 incorrect rate of pay. PLAINTIFFS and the other members of the CALIFORNIA LABOR-
25 SUB-CLASS regularly use accrued sick leave in the workweeks in which they also earn
26 non-hourly remuneration. As a matter of policy and practice, DEFENDANT pays sick pay
27 wages to PLAINTIFFS and the other members of the CALIFORNIA LABOR-SUB-CLASS
28 at the base hourly pay, as opposed to the regular rate of pay, which would consider all non-

1 hourly remuneration in addition to base hourly wages, or the rate resulting from dividing the
2 employee's total wages, not including overtime premium pay, by the employee's total hours
3 worked in the full pay periods of the prior 90 days of employment. As a result,
4 DEFENDANT underpaid sick pay wages to PLAINTIFFS and the other members of the
5 CALIFORNIA LABOR-SUB-CLASS.

6 121. Cal. Lab. Code § 204 provides that wages generally are due and payable twice
7 during each calendar month and are to be paid no later than the payday for the next regular
8 payroll period. Consistent with Cal. Lab. Code § 204, Cal. Lab. Code § 246 specifically
9 requires that, upon use of accrued sick leave, vested sick pay wages are due and to be paid
10 no later than the payday for the next regular payroll period after accrued sick leave is used
11 as paid sick time. Similarly, Cal. Lab. Code § 201 provides that if an employer discharges
12 an employee, wages earned and unpaid at the time of discharge are due and payable
13 immediately. Cal. Lab. Code § 202 provides that an employee is entitled to receive all
14 unpaid wages no later than 72 hours after an employee quits his or her employment, unless
15 the employee has given 72-hour notice of his or her intention to quit, in which case the
16 employee is entitled to his or her wages at the time of quitting. The Labor Code penalizes
17 untimely payments. For example, Cal. Lab. Code § 203 provides that if an employer
18 willfully fails to pay wages owed in accordance with Cal. Lab. Code §§ 201-202, then the
19 wages of the employee shall continue as a penalty from the due date, and at the same rate
20 until paid, but the wages shall not continue for more than thirty (30) days. Likewise, Cal.
21 Lab. Code § 210 provides penalties for violations of Cal. Lab. Code § 204 and untimely
22 payments during employment. Under Cal. Lab. Code §§ 203, 210 and 218, employees may
23 sue to recover applicable penalties.

24 122. As alleged herein and as a matter of policy and practice, DEFENDANT
25 routinely underpays sick pay wages and thus did not timely pay PLAINTIFFS and the other
26 members of the CALIFORNIA LABOR-SUB-CLASS all owing and underpaid sick pay
27 wages. As a result, DEFENDANT violates Cal. Lab. Code §§ 201-204, 210, 233, and 246,
28 among other Labor Code provisions. PLAINTIFFS are informed and believe that

1 DEFENDANT was advised by skilled lawyers and knew, or should have known, of the
2 mandates of the Labor Code as it relates to PLAINTIFFS' allegations, especially since the
3 California Supreme Court has explained that "[c]ourts have recognized that 'wages' also
4 include those benefits to which an employee is entitled as a part of his or her compensation,
5 including money, room, board, clothing, vacation pay, *and sick pay*." *Murphy v. Kenneth*
6 *Cole Prods., Inc.*, 40 Cal. 4th 1094, 1103 (2007)(emphasis added). Because DEFENDANT
7 willfully fails to timely pay PLAINTIFFS and the other members of the CALIFORNIA
8 LABOR-SUB-CLASS all sick pay wages due, DEFENDANT is subject to applicable
9 penalties.

10 123. Such a pattern, practice, and uniform administration of corporate policy is
11 unlawful and entitles PLAINTIFFS and the other members of the CALIFORNIA LABOR-
12 SUB-CLASS to underpaid sick pay wages, including interest thereon, applicable penalties,
13 attorney's fees, and costs of suit.

14
15 **TENTH CAUSE OF ACTION**

16 **For Violation of the Private Attorneys General Act**

17 **[Cal. Lab. Code §§ 2698, *et seq.*]**

18 **(By Plaintiff Phelicia Williams and Against All Defendants)**

19 124. Plaintiff Phelicia Williams realleges and incorporates by this reference, as
20 though fully set forth herein, the prior paragraphs of this Complaint.

21 125. PAGA is a mechanism by which the State of California itself can enforce state
22 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
23 the state's labor law enforcement agencies. An action to recover civil penalties under
24 PAGA is fundamentally a law enforcement action designed to protect the public and not to
25 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
26 but to create a means of "deputizing" citizens as private attorneys general to enforce the
27 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
28 public interest to allow aggrieved employees, acting as private attorneys general to recover

1 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
2 claims cannot be subject to arbitration.

3 126. Plaintiff Phelicia Williams, and such persons that may be added from time to
4 time who satisfy the requirements and exhaust the administrative procedures under the
5 Private Attorney General Act, brings this Representative Action on behalf of the State of
6 California with respect to herself and all individuals who are or previously were employed
7 by DEFENDANT in California, including any employees staffed with DEFENDANT by a
8 third party, and classified as non-exempt employees ("AGGRIEVED EMPLOYEES")
9 during the time period of May 4, 2022 until a date as determined by the Court (the "PAGA
10 PERIOD").

11 127. On May 4, 2023, Plaintiff Phelicia Williams gave written notice by electronic
12 mail to the Labor and Workforce Development Agency (the "Agency") and by certified mail
13 to the employer of the specific provisions of this code alleged to have been violated as
14 required by Labor Code § 2699.3. *See Exhibit #1*, attached hereto and incorporated by this
15 reference herein (*PAGA Notice only without draft complaint*). The statutory waiting period
16 for Plaintiff Phelicia Williams to add these allegations to the Complaint has expired. As a
17 result, pursuant to Section 2699.3, Plaintiff Phelicia Williams may now commence a
18 representative civil action under PAGA pursuant to Section 2699 as the proxy of the State of
19 California with respect to all AGGRIEVED EMPLOYEES as herein defined.

20 128. The policies, acts and practices heretofore described were and are an unlawful
21 business act or practice because DEFENDANT (a) failed to provide Plaintiff Phelicia
22 Williams and the AGGRIEVED EMPLOYEES accurate itemized wage statements, (b)
23 failed to properly record and provide legally required meal and rest periods, (c) failed to pay
24 minimum wages, (d) failed to pay overtime wages and sick pay wages, (e) failed to
25 reimburse employees for required expenses, (f) failed to provide wages when due, and (g)
26 failed to provide suitable seating, all in violation of the applicable Labor Code sections
27 listed in Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246,
28 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations,

1 Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8,
2 Section 11070(14) (Failure to Provide Seating), and the applicable Wage Order(s), and
3 thereby gives rise to civil penalties as a result of such conduct.¹ Plaintiff Phelicia Williams
4 hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private
5 Attorney General Act of 2004 as the representative of the State of California for the illegal
6 conduct perpetrated on Plaintiff Phelicia Williams and the AGGRIEVED EMPLOYEES.

7
8 **PRAYER FOR RELIEF**

9 WHEREFORE, PLAINTIFFS pray for judgment against each Defendant, jointly and
10 severally, as follows:

11 1. On behalf of the CALIFORNIA CLASS:

- 12 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA
13 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
14 B) An order temporarily, preliminarily and permanently enjoining and restraining
15 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
16 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully
17 withheld from compensation due to PLAINTIFFS and the other members of the
18 CALIFORNIA CLASS; and,
19 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund
20 for restitution of the sums incidental to DEFENDANT's violations due to
21 PLAINTIFFS and to the other members of the CALIFORNIA CLASS.

22 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- 23 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth
24 and Ninth Causes of Action asserted by the CALIFORNIA LABOR SUB-
25 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;

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¹Plaintiff Phelicia Williams specifically excludes and/or does not allege any claims under
28 California Labor Code §558(a)(3).

- 1 B) Compensatory damages, according to proof at trial, including compensatory
2 damages for minimum and overtime compensation due PLAINTIFFS and the
3 other members of the CALIFORNIA LABOR SUB-CLASS, during the
4 applicable CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon
5 at the statutory rate;
- 6 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period
7 in which a violation occurs and one hundred dollars (\$100) per each member of
8 the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay
9 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
10 an award of costs for violation of Cal. Lab. Code § 226;
- 11 D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
12 the applicable IWC Wage Order;
- 13 E) For liquidated damages pursuant to California Labor Code Sections 1194.2 and
14 1197;
- 15 F) The amount of the expenses PLAINTIFFS and each member of the
16 CALIFORNIA LABOR SUBCLASS incurred in the course of their job duties,
17 plus interest, and costs of suit.; and,
- 18 G) The wages of all terminated employees in the CALIFORNIA LABOR
19 SUB-CLASS as a penalty from the due date thereof at the same rate until paid or
20 until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.

21 3. On all claims:

- 22 A) An award of interest, including prejudgment interest at the legal rate;
23 B) Such other and further relief as the Court deems just and equitable; and,
24 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the
25 law, including, but not limited to, pursuant to Labor Code §221, §226, §1194,
26 and/or §2802.

27 4. On behalf of the State of California and with respect to all AGGRIEVED
28 EMPLOYEES:

1 A) Recovery of civil penalties as prescribed by the Labor Code Private
2 Attorneys General Act of 2004.
3

4 Dated: September 4, 2025 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
5

6 By: /s/ Norman B. Blumenthal
7 Norman B. Blumenthal
8 Nicholas J. De Blouw
9 *Attorneys for Plaintiffs*
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DEMAND FOR A JURY TRIAL

PLAINTIFFS demand a jury trial on issues triable to a jury.

Dated: September 4, 2025 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: /s/ Norman B. Blumenthal
Norman B. Blumenthal
Nicholas J. De Blouw

Attorneys for Plaintiffs

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EXHIBIT #1

“Aggrieved Employees” refers to all individuals who are or previously were employed by Swords to Plowshares: Veterans Rights Organization in California, including any employees staffed with Swords to Plowshares: Veterans Rights Organization by a third party, and classified as non-exempt employees during the time period of May 4, 2022 until a date as determined by the Court. Our offices represent Plaintiff Phelicia Williams (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Swords to Plowshares: Veterans Rights Organization (“Defendant”). Plaintiff was employed by Defendant in California from February 28, 2022 to April of 2023. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs..

tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.