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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

ERIC MONTANO, DOUGLAS LUKINS,
individually, and on behalf of other members
of the general public similarly situated and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act;

Plaintiffs,

vs.

PROJECTION PRESENTATION
TECHNOLOGY, INC., a Virginia corporation;
PROJECTION VIDEO SERVICES, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: CGC-23-608843

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES AND
ENFORCEMENT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Failure to Pay Overtime Wages);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Failure to Provide Compliant Meal Periods and Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Failure to Provide Compliant Rest Periods and Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Failure to Pay Wages, Including, *Inter Alia*, Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code §

- 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Failure to Reimburse Business Expenses);
- (10) Violation of California Business & Professions Code § 17200, et seq.
- (11) Violation of California Labor Code § 2698, et seq. (Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff ERIC MONTANO (“Plaintiff Montano”) and Plaintiff DOUGLAS LUKINS (“Plaintiff Lukins”) (together, “Plaintiffs”), individually, and on behalf of other members of the general public similarly situated and on behalf of the State of California with respect to other aggrieved employees pursuant to the California Private Attorneys General Act, and allege as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

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

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of

1 California, County of San Francisco. The majority of acts and omissions alleged herein relating
2 to Plaintiffs and the other class members took place in the State of California, including the County
3 of San Francisco.

4 **PARTIES**

5 5. Plaintiff ERIC MONTANO is an individual residing in the State of California,
6 County of San Francisco.

7 6. Plaintiff DOUGLAS LUKINS is an individual residing in the State of California,
8 County of San Diego.

9 7. Defendant PROJECTION PRESENTATION TECHNOLOGY, INC., at all times
10 herein mentioned, was and is, upon information and belief, an employer whose employees are
11 engaged throughout the State of California, including the County of San Francisco.

12 8. Defendant PROJECTION VIDEO SERVICES, INC., at all times herein
13 mentioned, was and is, upon information and belief, an employer whose employees are engaged
14 throughout the State of California, including the County of San Francisco.

15 9. At all relevant times, Defendant PROJECTION PRESENTATION
16 TECHNOLOGY, INC. and Defendant PROJECTION VIDEO SERVICES, INC. were the
17 “employer” of Plaintiffs within the meaning of all applicable California laws and statutes.

18 10. At all times herein relevant, Defendants PROJECTION PRESENTATION
19 TECHNOLOGY, INC., PROJECTION VIDEO SERVICES, INC., and DOES 1 through 100, and
20 each of them, were the agents, partners, joint venturers, joint employers, representatives,
21 servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other,
22 and at all times relevant hereto were acting within the course and scope of their authority as such
23 agents, partners, joint venturers, joint employers, representatives, servants, employees,
24 successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly
25 committed with the ratification, knowledge, permission, encouragement, authorization and/or
26 consent of each defendant designated as a DOE herein.

27 11. The true names and capacities, whether corporate, associate, individual or
28 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue said

1 defendants by such fictitious names. Plaintiffs are informed and believe, and based on that
2 information and belief allege, that each of the defendants designated as a DOE is legally
3 responsible for the events and happenings referred to in this Complaint, and unlawfully violated
4 the law as alleged herein and caused the injuries and damages to Plaintiffs, other class members,
5 and aggrieved employees as alleged in this Complaint. Plaintiffs will seek leave of court to
6 amend this Complaint to show the true names and capacities when the same have been
7 ascertained.

8 12. Defendant PROJECTION PRESENTATION TECHNOLOGY, INC.,
9 PROJECTION VIDEO SERVICES, INC., and DOES 1 through 100 will hereinafter collectively
10 be referred to as “Defendants.”

11 13. Plaintiffs further allege that Defendants directly or indirectly controlled or
12 affected the working conditions, wages, working hours, and conditions of employment of
13 Plaintiffs and the other class members and aggrieved employees so as to make each of said
14 Defendants employers liable under the statutory provisions set forth herein.

15 **CLASS ACTION ALLEGATIONS**

16 14. Plaintiffs bring this action on their own behalf and on behalf of all other members
17 of the general public similarly situated, and, thus, seeks class certification under California Code
18 of Civil Procedure section 382.

19 15. The proposed class is defined as follows:

20 All current and former hourly-paid or non-exempt employees who were employed
21 by any of the Defendants within the State of California at any time during the
22 period from September 5, 2019 to final judgment and who reside in California.

23 16. Plaintiffs reserve the right to establish subclasses as appropriate.

24 17. The class is ascertainable and there is a well-defined community of interest in the
25 litigation:

26 a. Numerosity: The class members are so numerous that joinder of all class
27 members is impracticable. The membership of the entire class is unknown
28 to Plaintiffs at this time; however, the class is estimated to be greater than

fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiffs' claims are typical of all other class members' as demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other class members with whom they have a well-defined community of interest.

c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each class member, with whom they have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no interest that is antagonistic to the other class members. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

18. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- 1 a. Whether Defendants' failure to pay wages, without abatement or
2 reduction, in accordance with the California Labor Code, was willful;
- 3 b. Whether Defendants had a corporate policy and practice of failing to pay
4 their hourly-paid or non-exempt employees within the State of California
5 for all hours worked and non-compliant (short, late, interrupted, and/or
6 missed altogether) meal periods and rest breaks in violation of California
7 law;
- 8 c. Whether Defendants required Plaintiffs and the other class members to
9 work over eight (8) hours per day, over forty (40) hours per week, and/or
10 over six (6) consecutive days per workweek, and failed to pay the legally
11 required overtime compensation to Plaintiffs and the other class members;
- 12 d. Whether Defendants deprived Plaintiffs and the other class members of
13 meal and/or rest periods or required Plaintiffs and the other class members
14 to work during meal and/or rest periods without compensation;
- 15 e. Whether Defendants failed to pay minimum wages and all compensation
16 earned (including, regular, minimum, overtime and premium wages) to
17 Plaintiffs and the other class members for all hours worked;
- 18 f. Whether Defendants failed to pay all wages due to Plaintiffs and the other
19 class members within the required time upon their discharge or
20 resignation;
- 21 g. Whether Defendants failed to timely pay all wages due to Plaintiffs and
22 the other class members during their employment;
- 23 h. Whether Defendants complied with wage reporting as required by the
24 California Labor Code, including, *inter alia*, section 226;
- 25 i. Whether Defendants kept complete and accurate payroll records as
26 required by the California Labor Code, including, *inter alia*, section
27 1174(d);
- 28 j. Whether Defendants failed to pay reporting time pay to Plaintiffs and the

1 other class members;

2 k. Whether Defendants failed to reimburse Plaintiffs and the other class
3 members for necessary business-related expenses and costs (including by
4 failing to reimburse the cost of purchasing, maintaining, using, replacing,
5 and/or repairing personal cell phones for work-related purposes, clothing
6 and footwear for work-related purposes and in compliance with the dress
7 code, and tools, equipment, and supplies required to be used for work-
8 related purposes);

9 l. Whether Defendants failed to provide at least one day of rest in a seven-
10 day work week to Plaintiffs and other class members as required by
11 California Labor Code section 551 and 552;

12 m. Whether Defendants failed to provide notice of material terms of
13 employment to Plaintiffs and other class members in violation of California
14 Labor Code section 2810.5;

15 n. Whether Defendants' conduct was willful or reckless;

16 o. Whether Defendants engaged in unfair business practices in violation of
17 California Business & Professions Code section 17200, et seq.;

18 p. The appropriate amount of damages, restitution, and/or monetary penalties
19 resulting from Defendants' violation of California law; and

20 q. Whether Plaintiffs and the other class members are entitled to
21 compensatory damages pursuant to the California Labor Code.

22 **PAGA ALLEGATIONS**

23 19. At all times herein set forth, Private Attorneys General Act of 2004, California
24 Labor Code sections 2698, *et seq.* ("PAGA") was applicable to Plaintiffs' employment by
25 Defendants.

26 20. Unless otherwise specified, all citations and references to the PAGA statute are to
27 the version of that statute prior to the recent amendment effective July 1, 2024; the amended statute
28 does not apply to this action pursuant to California Labor Code section 2699(v)(1), as amended,

1 because the original notice to the Labor and Workforce Development Agency was provided on by
2 Plaintiff Montano on June 29, 2023 and Plaintiff Montano's separate PAGA action was originally
3 filed on September 5, 2023 (*Eric Montano v. Projection Presentation Technology, Inc., et al.*, San
4 Francisco County Superior Court, Case No. CGC-23-608862), both of which occurred prior to
5 June 19, 2024.

6 21. At all times herein set forth, PAGA provides that any provision of law under the
7 California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA
8 for violations of the California Labor Code may, as an alternative, be recovered through a civil
9 action brought by an aggrieved employee on behalf of herself and other current or former
10 employees pursuant to procedures outlined in California Labor Code section 2699.3.

11 22. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved
12 employee," who is any person that was employed by the alleged violator and against whom one or
13 more of the alleged violations was committed.

14 23. Plaintiffs were employed by Defendants and the alleged violations were committed
15 against them during their time of employment and they are, therefore, aggrieved employees.
16 Plaintiffs and the other employees are "aggrieved employees" as defined by California Labor Code
17 section 2699(c) in that they are all current or former employees of Defendants, and one or more of
18 the alleged violations were committed against them.

19 24. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
20 employee, including Plaintiffs, may pursue a civil action arising under PAGA after the following
21 requirements have been met:

22 a. The aggrieved employee shall give written notice by online submission
23 (hereinafter "Employee's Notice") to the Labor & Workforce
24 Development Agency (hereinafter "LWDA") and by U.S. Certified Mail
25 to the employer of the specific provisions of the California Labor Code
26 alleged to have been violated, including the facts and theories to support
27 the alleged violations.

28 b. The LWDA shall provide notice (hereinafter "LWDA Notice") to the

1 employer and the aggrieved employee by certified mail that it does not
2 intend to investigate the alleged violation within sixty (60) calendar days
3 of the postmark date of the Employee's Notice. Upon receipt of the
4 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
5 (65) calendar days of the postmark date of the Employee's Notice, the
6 aggrieved employee may commence a civil action pursuant to California
7 Labor Code section 2699 to recover civil penalties in addition to any other
8 penalties to which the employee may be entitled.

9 25. On June 29, 2023, Plaintiff Montano provided written notice by online submission
10 to the LWDA and by U.S. Certified Mail to Defendants PROJECTION PRESENTATION
11 TECHNOLOGY, INC. and PROJECTION VIDEO SERVICES, INC. of the specific provisions
12 of the California Labor Code alleged to have been violated, including the facts and theories to
13 support the alleged violations. Plaintiff Montano did not receive an LWDA Notice within sixty-
14 five (65) calendar days of the date of the June 29, 2023 notice, and thereafter, on September 5,
15 2023, commenced his separate PAGA action, entitled *Eric Montano v. Projection Presentation*
16 *Technology, Inc., et al.*, San Francisco County Superior Court, Case No. CGC-23-608862.

17 26. On March 11, 2025, Plaintiff Montano, along with Plaintiff Lukins, provided an
18 additional written notice by online submission to the LWDA and by U.S. Certified Mail to
19 Defendants PROJECTION PRESENTATION TECHNOLOGY, INC. and PROJECTION VIDEO
20 SERVICES, INC. of the specific provisions of the California Labor Code alleged to have been
21 violated, including the facts and theories to support the alleged violations. Plaintiffs have not
22 received an LWDA Notice within sixty-five (65) calendar days of the date of the March 11, 2025
23 notice.

24 27. Therefore, Plaintiffs have satisfied the administrative prerequisites under California
25 Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other
26 remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510,
27 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare
28 Commission ("IWC") Wage Orders, including, *inter alia*, Wage Order Nos. 4-2001 and 12-2001.

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29. Defendants, jointly and severally, employed Plaintiff Montano as an hourly-paid, non-exempt employee, in approximately March 2023, in the State of California, County of San Francisco.

30. Defendants, jointly and severally, employed Plaintiff Lukins as an hourly-paid, non-exempt employee, in approximately January 2023, in the State of California, County of San Diego.

31. Defendants hired Plaintiffs and the other class members and aggrieved employees, classified them as hourly-paid or non-exempt employees, and failed to, *inter alia*, compensate them for all hours worked and missed, late, short, and/or interrupted meal periods and/or rest breaks.

32. Defendants had the authority to hire and terminate Plaintiffs and the other class members and aggrieved employees, to set work rules and conditions governing Plaintiffs' and the other class members' and aggrieved employees' employment, and to supervise their daily employment activities.

33. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs' and the other class members' and aggrieved employees' employment for them to be joint employers of Plaintiffs and the other class members and aggrieved employees.

34. Defendants directly hired and paid wages and benefits to Plaintiffs and the other class members and aggrieved employees.

35. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

36. Plaintiffs and the other class members and aggrieved employees worked over eight (8) hours in a day, forty (40) hours in a week, and/or over six (6) consecutive days in a workweek during their employment with Defendants.

1 37. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
3 employees within the State of California. This pattern and practice involved, *inter alia*, failing
4 to pay them for all wages earned and for missed, shortened, late, and/or interrupted meal periods,
5 and missed, shortened, late, and/or interrupted rest breaks in violation of California law.

6 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants
7 knew or should have known that Plaintiffs and the other class members and aggrieved employees
8 were entitled to receive certain wages for overtime compensation and that they were not
9 receiving accurate overtime compensation for all overtime hours worked as a result of, *inter alia*,
10 Defendants' requiring Plaintiffs and the other class members and aggrieved employees to
11 perform work off-the-clock. Defendants' failure includes, *inter alia*, failing to compensate
12 Plaintiffs and the other class members and aggrieved employees for job duties performed before
13 and/or after their scheduled shifts including, but not limited to, tasks related to waiting in line to
14 clock in and/or clock out, donning and doffing protective gear, using walkie-talkies, taking down
15 equipment, loading trucks, and responding to work-related inquiries.

16 39. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed
17 to use the non-discretionary, monetary and non-monetary shift
18 differential/commission/bonus/performance/incentive pay to calculate the regular rate of pay used
19 to calculate premium pay for the payment of overtime wages, meal premiums, and rest premiums,
20 where Plaintiffs and the other class members and aggrieved employees earned non-discretionary,
21 monetary and non-monetary shift differential/commission/bonus/performance/incentive pay and
22 premium pay for overtime wages, meal premiums, and rest premiums in the same workweek.

23 40. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed
24 to compensate Plaintiffs and other class members and aggrieved employees for all reporting time
25 pay, thereby violating the reporting time pay requirements under California law, including IWC
26 Wage Order Nos. 4-2001 and 12-2001. During the relevant time period, Defendants required
27 Plaintiffs and the other class members and aggrieved employees to report to work without putting
28 them to work and paying them the requisite reporting time pay. Namely, during the relevant

1 time period, Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
2 or should have known that Plaintiffs and the other class members and aggrieved employees were
3 entitled to pay equal to half the usual or scheduled day's work in an amount no less than two (2)
4 hours, nor more than four (4) hours, at the employee's regular rate of pay for each workday in
5 which Plaintiffs and the other class members and aggrieved employees were required to report to
6 work and were furnished less than half the usual or scheduled day's work. When Defendants
7 required Plaintiffs and other class members and aggrieved employees to report to work, but did
8 not put them to work or furnish them their usual work, Defendants failed to pay Plaintiffs and
9 other class members and aggrieved employees half the usual or scheduled day's work in an
10 amount no less than two (2) hours at the employee's regular rate of pay for workdays in which
11 Plaintiffs and the other aggrieved employees reported to work and were furnished less than half
12 the usual or scheduled day's work, and Defendants failed to pay Plaintiffs and other class
13 members and aggrieved employees for two (2) hours at the employee's regular rate of pay on
14 days in which Plaintiffs and other class members and aggrieved employees were required to
15 report for work a second time in one workday and were furnished less than two (2) hours of work
16 upon the second reporting.

17 41. Plaintiffs are informed and believe, and based thereon allege, that Defendants
18 failed to provide Plaintiffs and the other class members and aggrieved employees all required
19 rest and meal periods during the relevant time period as required under the Industrial Welfare
20 Commission Wage Orders and thus they are entitled to any and all applicable penalties.

21 42. Plaintiffs are informed and believe, and based thereon allege, that Defendants
22 knew or should have known that Plaintiffs and the other class members and aggrieved employees
23 were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiffs'
24 and the other class member's and aggrieved employee's regular rate of pay when a meal period
25 was non-compliant (missed, shortened, late, and/or interrupted) and they did not receive all meal
26 periods or payment of one additional hour of pay at Plaintiffs' and the other class member's and
27 aggrieved employee's regular rate of pay when a meal period was non-compliant (missed,
28 shortened, late, and/or interrupted).

1 43. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 knew or should have known that Plaintiffs and the other class members and aggrieved employees
3 were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiffs'
4 and the other class member's and aggrieved employee's regular rate of pay when a rest period
5 was non-compliant (missed, shortened, late, and/or interrupted) and they did not receive all rest
6 periods or payment of one additional hour of pay at Plaintiffs' and the other class members' and
7 aggrieved employees' regular rate of pay when a rest period was non-compliant (missed,
8 shortened, late, and/or interrupted).

9 44. Plaintiffs are informed and believe, and based thereon allege, that Defendants
10 knew or should have known that Plaintiffs and the other class members and aggrieved employees
11 were entitled to receive at least minimum wages for compensation and that they were not
12 receiving at least minimum wages for all hours worked. Defendants' failure to pay minimum
13 wages included, *inter alia*, Defendants' effective payment of zero dollars per hour for hours
14 Plaintiffs and the other class members and aggrieved employees worked off-the-clock
15 performing work duties and Defendants' failing to pay reporting time pay.

16 45. Plaintiffs are informed and believe, and based thereon allege, that Defendants
17 knew or should have known that Plaintiffs and the other class members and aggrieved employees
18 were entitled to receive all wages owed to them upon discharge or resignation, including earned
19 but unpaid overtime wages, minimum wages, reporting time pay, and meal and rest period
20 premiums, and they did not, in fact, receive all such wages owed to them at the time of their
21 discharge or resignation.

22 46. Plaintiffs are informed and believe, and based thereon allege, that Defendants
23 knew or should have known that Plaintiffs and the other class members and aggrieved employees
24 were entitled to receive all wages owed to them during their employment. Plaintiffs and the
25 other class members and aggrieved employees did not receive payment of all wages, including
26 overtime wages, minimum wages, reporting time pay, and meal and rest period premiums, within
27 any time permissible under California Labor Code section 204.

28 47. Plaintiffs are informed and believe, and based thereon allege, that Plaintiffs and

1 the other class members and aggrieved employees were not provided with a day of rest as
2 required by California Labor Code sections 551 and 552, because they regularly worked in excess
3 of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks
4 in which they were required to work in excess of six (6) days, without accumulating or being
5 provided the opportunity to take at least one (1) day of rest, and when they accumulated days of
6 rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in
7 seven (7) during each calendar month.

8 48. Plaintiffs are informed and believe, and based thereon allege, that Defendants
9 knew or should have known that Plaintiffs and the other class members and aggrieved employees
10 were entitled to receive complete and accurate wage statements in accordance with California
11 law, but, in fact, they did not receive complete and accurate wage statements from Defendants.
12 The deficiencies included, *inter alia*, the failure to include the total number of hours worked by
13 Plaintiffs and the other class members and aggrieved employees, the accurate rates of pay at
14 which Plaintiffs and the class members and aggrieved employees were supposed to be paid, and
15 all meal and rest premiums paid and/or owed.

16 49. Plaintiffs are informed and believe, and based thereon allege, that Defendants
17 knew or should have known that Defendants had to keep complete and accurate payroll records
18 for Plaintiffs and the other class members and aggrieved employees in accordance with
19 California law, but, in fact, did not keep complete and accurate payroll records. The deficiencies
20 include, *inter alia*, the failure to include the actual number of hours worked by, and/or other
21 compensation due to, Plaintiffs and the other class members and aggrieved employees, including
22 work required to be performed off-the-clock and as a result of Defendants' requiring employees
23 to report to work and failing to pay reporting time pay.

24 50. Plaintiffs are informed and believe, and based thereon allege, that Defendants
25 knew or should have known that Plaintiffs and the other class members and aggrieved employees
26 were entitled to reimbursement for necessary business-related expenses, including, *inter alia*,
27 the cost of purchasing, maintaining, using, replacing, and/or repairing personal cell phones for
28 work-related purposes, clothing and footwear for work-related purposes and in compliance with

1 the dress code, and tools, equipment, and supplies required to be used for work-related purposes.

2 51. Plaintiffs are informed and believe, and based thereon allege, that Defendants
3 knew or should have known that they had a duty to compensate Plaintiffs and the other class
4 members and aggrieved employees pursuant to California law, and that Defendants had the
5 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
6 do so, and falsely represented to Plaintiffs and the other class members and aggrieved employees
7 that they were properly denied wages, all in order to increase Defendants' profits.

8 52. During the relevant time period, Defendants failed to pay overtime wages to
9 Plaintiffs and the other class members and aggrieved employees for all overtime hours worked.
10 Plaintiffs and the other class members and aggrieved employees were required to work more
11 than eight (8) hours per day, forty (40) hours per week, and/or more than six (6) consecutive
12 days in a workweek without overtime compensation, at the proper rate, for all overtime hours
13 worked.

14 53. During the relevant time period, Defendants failed to provide all requisite
15 uninterrupted meal and rest periods to Plaintiffs and the other class members and aggrieved
16 employees.

17 54. During the relevant time period, Defendants failed to pay Plaintiffs and the other
18 class members and aggrieved employees minimum wages and all compensation earned (e.g., by
19 failing to pay reporting time pay and meal and rest period premiums).

20 55. During the relevant time period, Defendants failed to pay Plaintiffs and the other
21 class members and aggrieved employees all wages owed to them upon discharge or resignation.

22 56. During the relevant time period, Defendants failed to pay Plaintiffs and the other
23 class members and aggrieved employees all wages within any time permissible under California
24 law, including, *inter alia*, California Labor Code section 204.

25 57. During the relevant time period, Defendants failed to provide complete or
26 accurate wage statements to Plaintiffs and the other class members and aggrieved employees.

27 58. During the relevant time period, Defendants failed to provide notice to Plaintiffs
28 and other class members and aggrieved employees as required by California Labor Code section

1 2810.5.

2 59. During the relevant time period, Defendants failed to keep complete or accurate
3 payroll records for Plaintiffs and the other class members and aggrieved employees.

4 60. During the relevant time period, Defendants failed to reimburse Plaintiffs and the
5 other class members and aggrieved employees for all necessary business-related expenses and
6 costs.

7 61. During the relevant time period, Defendants failed to properly compensate
8 Plaintiffs and the other class members and aggrieved employees pursuant to California law in
9 order to increase Defendants' profits.

10 62. California Labor Code section 218 states that nothing in Article 1 of the Labor
11 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due
12 to him [or her] under this article."

13 **FIRST CAUSE OF ACTION**

14 **(Violation of California Labor Code §§ 510 and 1198)**

15 **(Against PROJECTION PRESENTATION TECHNOLOGY, INC., PROJECTION**
16 **VIDEO SERVICES, INC., and DOES 1 through 100)**

17 63. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1
18 through 62, and each and every part thereof with the same force and effect as though fully set
19 forth herein.

20 64. California Labor Code section 1198 and the applicable Industrial Welfare
21 Commission ("IWC") Wage Orders provide that it is unlawful to employ persons without
22 compensating them at a rate of pay either time-and-one-half or two-times that person's regular
23 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

24 65. Specifically, the applicable IWC Wage Orders provide that Defendants are and
25 were required to pay Plaintiffs and the other class members employed by Defendants, and
26 working more than eight (8) hours in a day, more than forty (40) hours in a workweek, and/or
27 over six (6) consecutive days in a workweek at the rate of time-and-one-half for all hours worked
28 in excess of eight (8) hours in a day, more than forty (40) hours in a workweek, or over six (6)

1 consecutive days in a workweek.

2 66. The applicable IWC Wage Orders further provide that Defendants are and were
3 required to pay Plaintiffs and the other class members overtime compensation at a rate of two
4 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day or in
5 excess of eight (8) hours on the sixth consecutive day of work in a workweek.

6 67. California Labor Code section 510 codifies the right to overtime compensation at
7 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
8 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
9 work, and to overtime compensation at twice the regular hourly rate for hours worked in excess
10 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

11 68. During the relevant time period, Plaintiffs and the other class members worked in
12 excess of eight (8) hours in a day, in excess of forty (40) hours in a week, and/or in excess of six
13 (6) consecutive days in a workweek, including performing work duties off-the-clock at the
14 direction of Defendants, including, but not limited to, tasks related to waiting in line to clock in
15 and/or clock out, donning and doffing protective gear, using walkie-talkies, taking down
16 equipment, loading trucks, and responding to work-related inquiries.

17 69. During the relevant time period, Defendants intentionally and willfully failed to
18 pay overtime wages owed to and the other class members.

19 70. Defendants' failure to pay and the other class members the unpaid balance of
20 overtime compensation, as required by California laws, violates the provisions of California
21 Labor Code sections 510 and 1198, and is therefore unlawful.

22 71. Pursuant to California Labor Code section 1194, Plaintiffs and the other class
23 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
24 attorneys' fees.

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1 **SECOND CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 226.7 and 512(a))**

3 **(Against PROJECTION PRESENTATION TECHNOLOGY, INC., PROJECTION**
4 **VIDEO SERVICES, INC., and DOES 1 through 100)**

5 72. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
6 through 72, and each and every part thereof with the same force and effect as though fully set
7 forth herein.

8 73. At all relevant times, the IWC Order and California Labor Code sections 226.7
9 and 512(a) were applicable to Plaintiffs' and the other class members' employment by
10 Defendants.

11 74. At all relevant times, California Labor Code section 226.7 provides that no
12 employer shall require an employee to work during any meal or rest period mandated by an
13 applicable order of the California IWC.

14 75. At all relevant times, the applicable IWC Wage Orders and California Labor Code
15 section 512(a) provide that an employer may not require, cause, or permit an employee to work
16 for a work period of more than five (5) hours per day without providing the employee with a
17 meal period of not less than thirty (30) minutes, except that if the total work period per day of
18 the employee is no more than six (6) hours, the meal period may be waived by mutual consent
19 of both the employer and employee.

20 76. At all relevant times, the applicable IWC Wage Orders and California Labor Code
21 section 512(a) further provide that an employer may not require, cause or permit an employee to
22 work for a work period of more than ten (10) hours per day without providing the employee with
23 a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total
24 hours worked is no more than twelve (12) hours, the second meal period may be waived by
25 mutual consent of the employer and the employee only if the first meal period was not waived.

26 77. During the relevant time period, Plaintiffs and the other class members who were
27 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their
28 legally-mandated meal periods by mutual consent, were required to work for periods longer than

1 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or
2 rest period.

3 78. During the relevant time period, Plaintiffs and the other class members' meal
4 periods were missed, shortened, taken late, and/or were interrupted because Defendants required
5 them to perform work duties including, but not limited to, tasks related to waiting in line to clock
6 in and/or clock out, donning and doffing protective gear, using walkie-talkies, taking down
7 equipment, loading trucks, and responding to work-related inquiries, during what should have
8 been a duty-free meal period of not less than thirty (30) minutes.

9 79. As a result, Defendants failed to relieve Plaintiffs and the other class members of
10 all duties, failed to relinquish control over Plaintiffs and the other class members' activities,
11 failed to permit Plaintiffs and the other class members a reasonable opportunity to take, and
12 impeded or discouraged them from taking thirty (30) minute uninterrupted meal periods no later
13 than the end of their fifth hour of work for shifts lasting more than five (5) hours, and/or to take
14 second thirty (30) minute uninterrupted meal periods no later than their tenth hour of work for
15 shifts lasting more than ten (10) hours.

16 80. During the relevant time period, Plaintiffs and the other class members who were
17 scheduled to work for a period of time in excess of six (6) hours were required to work for
18 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
19 (30) minutes and/or rest period.

20 81. During the relevant time period, Defendants intentionally and willfully required
21 Plaintiffs and the other class members to work during meal periods and failed to compensate
22 Plaintiffs and the other class members the full meal period premium for work performed during
23 meal periods.

24 82. During the relevant time period, Defendants failed to pay Plaintiffs and the other
25 class members the full meal period premium due pursuant to California Labor Code section
26 226.7.

27 83. Defendants' conduct violates applicable IWC Wage Orders and California Labor
28 Code sections 226.7 and 512(a).

84. Pursuant to applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against PROJECTION PRESENTATION TECHNOLOGY, INC., PROJECTION VIDEO SERVICES, INC., and DOES 1 through 100)

85. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 85, and each and every part thereof with the same force and effect as though fully set forth herein.

86. At all times herein set forth, the applicable IWC Wage Orders and California Labor Code section 226.7 were applicable to Plaintiffs' and the other class members' employment by Defendants.

87. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

88. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

89. During the relevant time period, Defendants required Plaintiffs and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

90. During the relevant time period, Plaintiffs and the other class members' rest periods were missed, shortened, late, and/or interrupted because Defendants required them to

1 remain on the premises during rest periods and to perform work duties including, but not limited
2 to, tasks related to waiting in line to clock in and/or clock out, donning and doffing protective
3 gear, using walkie-talkies, taking down equipment, loading trucks, and responding to work-
4 related inquiries, and Defendants failed to authorize or permit Plaintiffs and the other class
5 members or failed to relinquish control over Plaintiff and the other class members' activities in
6 order to take full, uninterrupted, off-duty rest periods for every shift lasting three and one-half
7 (3½) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for every shift lasting
8 six (6) to ten (10) hours, and/or three full, uninterrupted, off-duty rest periods for every shift
9 lasting ten (10) to fourteen (14) hours and failed to make a good faith effort to authorize, permit,
10 and provide such rest breaks in the middle of each work period.

11 91. During the relevant time period, Defendants willfully required Plaintiffs and the
12 other class members to work during rest periods and failed to pay Plaintiffs and the other class
13 members the full rest period premium for work performed during rest periods. For example,
14 throughout their employment with Defendants, although Plaintiffs were not authorized and
15 permitted to take full, uninterrupted, off-duty rest periods for each four hours worked, or major
16 fraction thereof, they were not provided with rest period premium payments.

17 92. During the relevant time period, Defendants failed to pay Plaintiffs and the other
18 class members the full rest period premium due pursuant to California Labor Code section 226.7.

19 93. During the relevant time period, Defendants failed to use earned commissions/
20 non-discretionary bonuses/non-discretionary performance pay/non-discretionary shift
21 differentials/non-discretionary incentive pay to calculate the regular rate of pay used to calculate
22 the premium for a missed, late, short, or interrupted rest period where Plaintiffs' and the other
23 class members' rest periods were missed, late, short, or interrupted.

24 94. Defendants' conduct violates applicable IWC Wage Orders and California Labor
25 Code section 226.7.

26 95. Pursuant to the applicable IWC Wage Orders and California Labor Code section
27 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one
28 additional hour of pay at the employees' regular hourly rate of compensation for each work day

1 that the rest period was not provided.

2 **FOURTH CAUSE OF ACTION**

3 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

4 **(Against PROJECTION PRESENTATION TECHNOLOGY, INC., PROJECTION**
5 **VIDEO SERVICES, INC., and DOES 1 through 100)**

6 96. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
7 through 96, and each and every part thereof with the same force and effect as though fully set
8 forth herein.

9 97. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
10 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than
11 the minimum so fixed is unlawful.

12 98. During the relevant time period, Defendants failed to pay wages, including, *inter*
13 *alia*, minimum wages, regular wages, overtime wages, meal and rest premiums, and reporting
14 time pay, to Plaintiffs and the other class members as required, pursuant to California Labor
15 Code sections 1194, 1197, and 1197.1. Defendants' failure to pay wages included, *inter alia*,
16 Defendants' effective payment of zero dollars per hour for hours Plaintiffs and the other class
17 members worked off-the-clock performing work duties, including, but not limited to, waiting in
18 line to clock in and/or clock out, donning and doffing protective gear, using walkie-talkies,
19 taking down equipment, loading trucks, and responding to work-related inquiries, and
20 Defendants' failing to pay reporting time wages. Plaintiffs spent time performing work duties
21 off-the-clock throughout their employment with Defendants.

22 99. Defendants' failure to pay Plaintiffs and the other class members wages as
23 required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those
24 sections, Plaintiffs and the other class members are entitled to recover the unpaid balance of their
25 minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated
26 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

27 100. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other class
28 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each

1 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
2 minimum wages.

3 101. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class
4 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
5 unpaid and interest thereon.

6 **FIFTH CAUSE OF ACTION**

7 **(Violation of California Labor Code §§ 201 and 202)**

8 **(Against PROJECTION PRESENTATION TECHNOLOGY, INC., PROJECTION**
9 **VIDEO SERVICES, INC., and DOES 1 through 100)**

10 102. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
11 through 102, and each and every part thereof with the same force and effect as though fully set
12 forth herein.

13 103. At all relevant times herein set forth, California Labor Code sections 201 and 202
14 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
15 discharge are due and payable immediately, and if an employee quits his or her employment, his
16 or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
17 unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in
18 which case the employee is entitled to his or her wages at the time of quitting.

19 104. During the relevant time period, Defendants intentionally and willfully failed to
20 pay Plaintiffs and the other class members who are no longer employed by Defendants their
21 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.
22 Plaintiffs and other class members were not paid at the time of their discharge wages earned and
23 unpaid throughout their employment, including but not limited to, unpaid wages for time worked
24 off-the-clock to perform work duties, unpaid reporting time pay, and unpaid meal and rest period
25 premium payments.

26 105. Plaintiffs and the other class members were not paid at the time of their separation
27 all wages earned and unpaid throughout his employment, including but not limited to, regular,
28 minimum, and overtime wages for time worked off-the-clock and meal and rest period premium

1 payments for short, late, interrupted, and/or missed meal and rest periods.

2 106. Defendants' failure to pay Plaintiffs and the other class members who are no
3 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours
4 of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and
5 202.

6 107. California Labor Code section 203 provides that if an employer willfully fails to
7 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
8 continue as a penalty from the due date thereof at the same rate until paid or until an action is
9 commenced; but the wages shall not continue for more than thirty (30) days.

10 108. Plaintiffs and the other class members are entitled to recover from Defendants the
11 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
12 pursuant to California Labor Code section 203.

13 **SIXTH CAUSE OF ACTION**

14 **(Violation of California Labor Code § 204)**

15 **(Against PROJECTION PRESENTATION TECHNOLOGY, INC., PROJECTION**
16 **VIDEO SERVICES, INC., and DOES 1 through 100)**

17 109. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
18 through 109, and each and every part thereof with the same force and effect as though fully set
19 forth herein.

20 110. At all times herein set forth, California Labor Code section 204 provides that all
21 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
22 calendar month, other than those wages due upon termination of an employee, are due and
23 payable between the 16th and the 26th day of the month during which the labor was performed.

24 111. At all times herein set forth, California Labor Code section 204 provides that all
25 wages earned by any person in any employment between the 16th and the last day, inclusive, of
26 any calendar month, other than those wages due upon termination of an employee, are due and
27 payable between the 1st and the 10th day of the following month.

28 112. At all times herein set forth, California Labor Code section 204 provides that all

1 wages earned for labor in excess of the normal work period shall be paid no later than the payday
2 for the next regular payroll period.

3 113. During the relevant time period, Defendants intentionally and willfully failed to
4 pay Plaintiffs and the other class members all wages due to them, within any time period
5 permissible under California Labor Code section 204.

6 114. Plaintiffs and the other class members are entitled to recover all remedies
7 available for violations of California Labor Code section 204.

8 **SEVENTH CAUSE OF ACTION**

9 **(Violation of California Labor Code § 226(a))**

10 **(Against PROJECTION PRESENTATION TECHNOLOGY, INC., PROJECTION**
11 **VIDEO SERVICES, INC., and DOES 1 through 100)**

12 115. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
13 through 115, and each and every part thereof with the same force and effect as though fully set
14 forth herein.

15 116. At all material times set forth herein, California Labor Code section 226(a)
16 provides that every employer shall furnish each of his or her employees an accurate itemized
17 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
18 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
19 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
20 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
21 dates of the period for which the employee is paid, (7) the name of the employee and his or her
22 social security number, (8) the name and address of the legal entity that is the employer, and (9)
23 all applicable hourly rates in effect during the pay period and the corresponding number of hours
24 worked at each hourly rate by the employee. The deductions made from payments of wages
25 shall be recorded in ink or other indelible form, properly dated, showing the month, day, and
26 year, and a copy of the statement or a record of the deductions shall be kept on file by the
27 employer for at least three years at the place of employment or at a central location within the
28 State of California.

1 117. Defendants have intentionally and willfully failed to provide Plaintiffs and the
2 other class members with complete and accurate wage statements. The deficiencies include, but
3 are not limited to: the failure to include the total number of hours worked by Plaintiffs and the
4 other class members, failure to include all wages due for reporting time pay, failure to list the
5 correct overtime rates, and failure to list all meal and rest premiums owed. As the employer
6 willfully requiring employees to report to work (and not putting them to work) and requiring
7 employees to perform work off-the-clock, and failing to provide, authorize, and/or permit
8 compliant meal and rest periods or to pay all premium wages owed for such failure, Defendants
9 had the information necessary to provide wage statements that accurately reflected the total
10 number of hours actually worked and the actual gross and net wages earned, yet failed to do so
11 on a systematic basis and instead provided wage statements that did not reflect the time worked
12 or all wages and other compensation earned.

13 118. As a result of Defendants' violation of California Labor Code section 226(a),
14 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
15 protected rights. Because Plaintiffs and the other class members' wage statements did not reflect
16 the accurate number of hours worked, Plaintiffs and the other class members were unable to
17 determine the total amount of hours they worked, were unable to determine the total amount of
18 compensation they were owed, and were unable to verify they were paid the proper amount. In
19 order to determine how much Plaintiffs and the other class members should have been paid,
20 Plaintiffs and the other class members would have had to engage in discovery and mathematical
21 computations in order to reconstruct the missing information.

22 119. More specifically, Plaintiffs and the other class members have been injured by
23 Defendants' intentional and willful violation of California Labor Code section 226(a) because
24 they were denied both their legal right to receive, and their protected interest in receiving,
25 accurate and itemized wage statements pursuant to California Labor Code section 226 (a).

26 120. Plaintiffs and the other class members are entitled to recover from Defendants the
27 greater of their actual damages caused by Defendants' failure to comply with California Labor
28 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

1 Because Plaintiffs and the other class members' wage statements did not reflect the accurate
2 number of hours worked or wages earned, Plaintiffs and the other class members were unable to
3 determine the total amount they were owed, and were unable to verify whether they were paid
4 the proper amount. In order to determine how much Plaintiffs and the other class members
5 should have been paid, Plaintiffs and the other class members would have had to engage in
6 discovery and mathematical computations in order to reconstruct the missing information.

7 121. Plaintiffs and the other class members are also entitled to injunctive relief to
8 ensure compliance with this section, pursuant to California Labor Code section 226(h).

9 **EIGHTH CAUSE OF ACTION**

10 **(Violation of California Labor Code § 1174(d))**

11 **(Against PROJECTION PRESENTATION TECHNOLOGY, INC., PROJECTION**
12 **VIDEO SERVICES, INC., and DOES 1 through 100)**

13 122. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
14 through 122, and each and every part thereof with the same force and effect as though fully set
15 forth herein.

16 123. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
17 central location in the state or at the plants or establishments at which employees are employed,
18 payroll records showing the hours worked daily by and the wages paid to, and the number of
19 piece-rate units earned by and any applicable piece rate paid to, employees employed at the
20 respective plants or establishments. These records shall be kept in accordance with rules
21 established for this purpose by the commission, but in any case shall be kept on file for not less
22 than two years.

23 124. Defendants have intentionally and willfully failed to keep accurate and complete
24 payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other
25 class members.

26 125. As a result of Defendants' violation of California Labor Code section 1174(d),
27 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
28 protected rights.

1 126. More specifically, Plaintiffs and the other class members have been injured by
2 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
3 they were denied both their legal right and protected interest, in having available, accurate and
4 complete payroll records pursuant to California Labor Code section 1174(d).

5 **NINTH CAUSE OF ACTION**

6 **(Violation of California Labor Code §§ 2800 and 2802)**

7 **(Against PROJECTION PRESENTATION TECHNOLOGY, INC., PROJECTION**
8 **VIDEO SERVICES, INC., and DOES 1 through 100)**

9 127. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
10 through 127, and each and every part thereof with the same force and effect as though fully set
11 forth herein.

12 128. Pursuant to California Labor Code sections 2800 and 2802, an employer must
13 reimburse its employee for all necessary expenditures incurred by the employee in direct
14 consequence of the discharge of his or her job duties or in direct consequence of his or her
15 obedience to the directions of the employer.

16 129. During the relevant time period, IWC Wage Order No. 4-2001, Section 9(b) or
17 IWC Wage Order 12-2001, Section 9(b) were applicable to Plaintiffs and the other class
18 members' employment with Defendants, which require, in part, that if tools or equipment are
19 required by the employer or are necessary to the performance of a job, such tools and equipment
20 shall be provided and maintained by the employer, except that an employee whose wages are at
21 least two (2) times the minimum wage.

22 130. During the relevant time period, Plaintiffs and/or other class members were paid
23 less than twice the minimum wage pursuant to California Labor Code 1182.12.

24 131. Plaintiffs and the other class members incurred necessary business-related
25 expenses and costs that were not fully reimbursed by Defendants, including, but not limited to,
26 the cost of purchasing, maintaining, using, replacing, and/or repairing personal cell phones for
27 work-related purposes, clothing and footwear for work-related purposes and in compliance with
28 the dress code, and tools, equipment, and supplies required to be used for work-related purposes.

132. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the other class members for all necessary business-related expenses and costs.

133. Plaintiffs and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code § 17200, et seq.)

(Against PROJECTION PRESENTATION TECHNOLOGY, INC., PROJECTION VIDEO SERVICES, INC., and DOES 1 through 100)

134. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 134, and each and every part thereof with the same force and effect as though fully set forth herein.

135. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

136. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

137. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay wages (including, *inter alia*, regular,

overtime, and reporting time wages) required by the law violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiffs and the other class members violate California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

138. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

139. Plaintiffs and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

140. Pursuant to California Business & Professions Code section 17200, et seq., Plaintiffs and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years preceding the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 2698, et seq.)

(Against PROJECTION PRESENTATION TECHNOLOGY, INC., PROJECTION VIDEO SERVICES, INC., and DOES 1 through 100)

141. Plaintiffs incorporates by reference the allegations contained in paragraphs 1 through 13 and 19 through 134, and each and every part thereof with the same force and effect as though fully set forth herein.

142. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

143. Whenever the LWDA, or any of its departments, divisions, commissions, boards,

1 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized
2 to exercise the same discretion, subject to the same limitations and conditions, to assess a civil
3 penalty.

4 144. Plaintiffs and the other hourly-paid or non-exempt employees are “aggrieved
5 employees” as defined by California Labor Code section 2699(c) in that they are all current or
6 former employees of Defendants, and one or more of the alleged violations was committed against
7 them.

8 **Failure to Pay Overtime**

9 145. Defendants’ failure to pay legally required overtime wages to Plaintiffs and the
10 other aggrieved employees is in violation of the IWC Wage Orders and constitutes unlawful or
11 unfair activity prohibited by California Labor Code sections 510 and 1198.

12 **Failure to Provide Meal Periods**

13 146. Defendants’ failure to provide legally required meal periods to Plaintiffs and the
14 other aggrieved employees is in violation of the IWC Wage Orders and constitutes unlawful or
15 unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

16 **Failure to Provide Rest Periods**

17 147. Defendants’ failure to provide legally required rest periods to Plaintiffs and the
18 other aggrieved employees is in violation of the IWC Wage Orders and constitutes unlawful or
19 unfair activity prohibited by California Labor Code section 226.7.

20 **Failure to Pay Wages (Including, *Inter Alia*, Minimum Wages)**

21 148. Defendants’ failure to pay wages (including regular, minimum, overtime,
22 reporting time, and premium wages) and all compensation due to Plaintiffs and the other
23 aggrieved employees is in violation of the IWC Wage Orders and constitutes a violation of
24 California Labor Code sections 1194, 1197, 1197.1, and 1198.

25 **Failure to Provide a Day of Rest**

26 149. Defendants’ failure to provide a day of rest as required by California Labor Code
27 sections 551 and 552, as alleged above, constitutes unlawful and/or unfair activity prohibited by
28 California Labor Code sections 551 and 552.

1 **Failure to Provide Notice to Employees**

2 150. Defendants' failure to provide notice containing requisite information in violation
3 of California Labor Code section 2810.5, as alleged above, constitutes unlawful and/or unfair
4 activity prohibited by California Labor Code section 2810.5.

5 **Failure to Pay Reporting Time Pay**

6 151. Defendants' failure to pay reporting time pay in violation of the IWC Wage
7 Orders and California Labor Code section 1198, as alleged above, constitutes unlawful or unfair
8 activity prohibited by IWC Wage Orders and by California Labor Code section 1198.

9 **Failure to Timely Pay Wages Upon Termination**

10 152. Defendants' failure to timely pay wages to Plaintiffs and the other aggrieved
11 employees upon termination in accordance with Labor Code sections 201 and 202 constitutes a
12 violation of California Labor Code sections 201 and 202.

13 **Failure to Timely Pay Wages During Employment**

14 153. Defendants' failure to timely pay wages to Plaintiffs and the other aggrieved
15 employees during employment in accordance with Labor Code section 204 constitutes a
16 violation of California Labor Code section 204.

17 **Failure to Provide Complete and Accurate Wage Statements**

18 154. Defendants' failure to provide complete and accurate wage statements to
19 Plaintiffs and the other aggrieved employees in accordance with Labor Code section 226(a)
20 constitutes a violation of California Labor Code section 226 (a).

21 **Failure to Keep Complete and Accurate Payroll Records**

22 155. Defendants' failure to keep complete and accurate payroll records relating to
23 Plaintiffs and the other aggrieved employees in accordance with California Labor Code section
24 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section
25 1174 (d).

26 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

27 156. Defendants' failure to reimburse Plaintiffs and the other aggrieved employees for
28 necessary business-related expenses and costs, in accordance with California Labor Code

1 sections 2800 and 2802 and IWC Wage Orders constitutes unlawful and/or unfair activity
2 prohibited by California Labor Code sections 2800 and 2802 and IWC Wage Orders.

3 157. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on
4 behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of
5 them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all
6 penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

- 7 a. Penalties under California Labor Code section 2699 in the amount of a
8 hundred dollars (\$100) for each aggrieved employee per pay period for the
9 initial violation, and two hundred dollars (\$200) for each aggrieved
10 employee per pay period for each subsequent violation;
- 11 b. Penalties under California Code of Regulations Title 8 section 11010 et seq.
12 in the amount of fifty dollars (\$50) for each aggrieved employee per pay
13 period for the initial violation, and one hundred dollars (\$100) for each
14 aggrieved employee per pay period for each subsequent violation;
- 15 c. Penalties under California Labor Code section 210 in addition to, and
16 entirely independent and apart from, any other penalty provided in the
17 California Labor Code in the amount of a hundred dollars (\$100) for each
18 aggrieved employee per pay period for the initial violation, and two hundred
19 dollars (\$200) for each aggrieved employee per pay period for each
20 subsequent violation; and
- 21 d. Any and all additional penalties and sums as provided by the California
22 Labor Code and/or other statutes.

23 158. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
24 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor
25 and Workforce Development Agency for the enforcement of labor laws and education of
26 employers and employees about their rights and responsibilities and twenty-five percent (25%)
27 to the aggrieved employees.

28 159. Further, Plaintiffs are entitled to seek and recover reasonable attorneys' fees and

costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiffs, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, request a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiffs be appointed as the representatives of the Class;
3. That counsel for Plaintiffs be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

1 9. For such other and further relief as the Court may deem just and proper.

2 **As to the Second Cause of Action**

3 10. That the Court declare, adjudge and decree that Defendants violated California
4 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
5 provide all meal periods (including second meal periods) to Plaintiffs and the other class
6 members;

7 11. That the Court make an award to Plaintiffs and the other class members of one
8 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal
9 period was not provided;

10 12. For all actual, consequential, and incidental losses and damages, according to
11 proof;

12 13. For premium wages pursuant to California Labor Code section 226.7(c);

13 14. For pre-judgment interest on any unpaid wages from the date such amounts were
14 due;

15 15. For reasonable attorneys' fees and costs of suit incurred herein; and

16 16. For such other and further relief as the Court may deem just and proper.

17 **As to the Third Cause of Action**

18 17. That the Court declare, adjudge and decree that Defendants violated California
19 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all
20 rest periods to Plaintiffs and the other class members;

21 18. That the Court make an award to Plaintiffs and the other class members of one
22 (1) hour of pay at each employee's regular rate of compensation for each workday that a rest
23 period was not provided;

24 19. For all actual, consequential, and incidental losses and damages, according to
25 proof;

26 20. For premium wages pursuant to California Labor Code section 226.7(c);

27 21. For pre-judgment interest on any unpaid wages from the date such amounts were
28 due; and

1 22. For such other and further relief as the Court may deem just and proper.

2 **As to the Fourth Cause of Action**

3 23. That the Court declare, adjudge and decree that Defendants violated California
4 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
5 Plaintiffs and the other class members;

6 24. For general unpaid wages and such general and special damages as may be
7 appropriate;

8 25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
9 Plaintiffs and the other class members in the amount as may be established according to proof at
10 trial;

11 26. For pre-judgment interest on any unpaid compensation from the date such
12 amounts were due;

13 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
14 California Labor Code section 1194(a);

15 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

16 29. For such other and further relief as the Court may deem just and proper.

17 **As to the Fifth Cause of Action**

18 30. That the Court declare, adjudge and decree that Defendants violated California
19 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
20 time of termination of the employment of Plaintiffs and the other class members no longer
21 employed by Defendants;

22 31. For all actual, consequential, and incidental losses and damages, according to
23 proof;

24 32. For statutory wage penalties pursuant to California Labor Code section 203 for
25 Plaintiffs and the other class members who have left Defendants' employ;

26 33. For pre-judgment interest on any unpaid compensation from the date such
27 amounts were due; and

28 34. For such other and further relief as the Court may deem just and proper.

1 **As to the Sixth Cause of Action**

2 35. That the Court declare, adjudge and decree that Defendants violated California
3 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
4 by California Labor Code section 204 to Plaintiffs and the other class members;

5 36. For all actual, consequential, and incidental losses and damages, according to
6 proof;

7 37. For pre-judgment interest on any unpaid compensation from the date such
8 amounts were due; and

9 38. For such other and further relief as the Court may deem just and proper.

10 **As to the Seventh Cause of Action**

11 39. That the Court declare, adjudge and decree that Defendants violated the record
12 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
13 as to Plaintiffs and the other class members, and willfully failed to provide accurate itemized
14 wage statements thereto;

15 40. For actual, consequential and incidental losses and damages, according to proof;

16 41. For statutory penalties pursuant to California Labor Code section 226(e);

17 42. For injunctive relief to ensure compliance with this section, pursuant to California
18 Labor Code section 226(h); and

19 43. For such other and further relief as the Court may deem just and proper.

20 **As to the Eighth Cause of Action**

21 44. That the Court declare, adjudge and decree that Defendants violated California
22 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records
23 for Plaintiffs and the other class members as required by California Labor Code section 1174(d);

24 45. For actual, consequential and incidental losses and damages, according to proof;

25 46. For statutory penalties pursuant to California Labor Code section 1174.5; and

26 47. For such other and further relief as the Court may deem just and proper.

27 **As to the Ninth Cause of Action**

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

1 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other
2 class members for all necessary business-related expenses as required by California Labor Code
3 sections 2800 and 2802;

4 49. For actual, consequential and incidental losses and damages, according to proof;

5 50. For the imposition of civil penalties and/or statutory penalties;

6 51. For reasonable attorneys' fees and costs of suit incurred herein; and

7 52. For such other and further relief as the Court may deem just and proper.

8 **As to the Tenth Cause of Action**

9 53. That the Court decree, adjudge and decree that Defendants violated California
10 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the
11 other class members all overtime compensation due to them, failing to provide all meal and rest
12 periods to Plaintiffs and the other class members, failing to pay all wages due to Plaintiffs and
13 the other class members, failing to pay Plaintiffs' and the other class members' wages timely as
14 required by California Labor Code section 201, 202 and 204 and by violating California Labor
15 Code sections 226(a), 1174(d), 2800 and 2802.

16 54. For restitution of unpaid wages to Plaintiffs and all the other class members and
17 all pre-judgment interest from the day such amounts were due and payable;

18 55. For the appointment of a receiver to receive, manage and distribute any and all
19 funds disgorged from Defendants and determined to have been wrongfully acquired by
20 Defendants as a result of violation of California Business and Professions Code sections 17200,
21 et seq.;

22 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
23 California Code of Civil Procedure section 1021.5;

24 57. For injunctive relief to ensure compliance with this section, pursuant to California
25 Business and Professions Code sections 17200, et seq.; and

26 58. For such other and further relief as the Court may deem just and proper.

27 **As to the Eleventh Cause of Action**

28 59. For civil penalties and wages pursuant to California Labor Code sections 2699(a),

1 (f), and (g), costs/expenses, and attorneys' fees for violation of California Labor Code sections
2 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1,
3 1198, 2800 and 2802, and IWC Wage Orders, including, *inter alia*, Wage Orders 4-2001 and 12-
4 2001; and

5 60. For such other and further relief as the Court may deem equitable and appropriate.

6 Dated: November 5, 2025

DOMB & RAUCHWERGER LLP

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8 By: 

9 Zack I. Domb

10 Devin E. Rauchwerger

11 Eric Y. Hahn

12 Attorneys for Plaintiffs, Eric Montano and
13 Douglas Lukins
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I, the undersigned, am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; am employed with Domb & Rauchwerger LLP and my business address is 1055 East Colorado Blvd., Fifth Floor, Pasadena, California 91106. My e-mail address is jessica@dombrauchwerger.com.

• **FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES AND ENFORCEMENT UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE § 2698, ET SEQ.**

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Douglas Lukins

☒ **[by ELECTRONIC SERVICE]** - Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification address listed above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed November 5, 2025, at Sacramento County, California.

Jessica Delgado

Print Name

By:

Jessica Delgado
Signature

Signature _____