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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

JESSE JOERGER, 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

Plaintiff,

vs.

IES RESIDENTIAL, INC., a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CVRI2205490

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES AND
ENFORCEMENT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT, CALIFORNIA
LABOR CODE § 2689, ET SEQ.**

- (1) Violation of Cal. Lab. Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of Cal. Lab. Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of Cal. Lab. Code §§ 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (5) Violation of Cal. Lab. Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of Cal. Lab. Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226 *et seq.* (Non-Compliant Wage Statements);
- (8) Violation of Cal. Lab. Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*
- (11) Violation of Cal. Lab. Code § 2698, *et seq.* (Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff JESSE JOERGER (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, the State of California, and other aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”), and alleges 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 Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiff, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

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 Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it 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, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Riverside. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Riverside.

PARTIES

5. Plaintiff JESSE JOERGER is an individual residing in the State of California.

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6. Defendant IES RESIDENTIAL, INC., at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Riverside.

7. At all relevant times, Defendant IES RESIDENTIAL, INC. was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

8. At all times herein relevant, Defendants IES RESIDENTIAL, INC. and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

9. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sue said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

10. Defendant IES RESIDENTIAL, INC. and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

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

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CLASS ACTION ALLEGATIONS

12. Plaintiff bring this action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from four years preceding the filing of this lawsuit or such other earlier date approved by the Court based on operation of law (e.g. a legal theory for relation-back or tolling) and/or order of the Court, to final judgment and who reside in California.

14. Plaintiff reserves the right to establish additional subclasses as appropriate.

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

- a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff 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: Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.
- c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action

discovery, certification, and settlement. Plaintiff has 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.

16. 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:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day, over forty (40) hours per week and/or six (6) days per workweek and failed to pay the legally required overtime compensation to Plaintiff and the other class members;

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- d. Whether Defendants failed to use earned commissions, non-discretionary bonuses, non-discretionary monetary and non-monetary incentives, non-discretionary production and/or performance pay, and/or shift/differentials to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages where Plaintiff and the other class members earned commissions, non-discretionary bonuses, non-discretionary monetary and non-monetary incentives, non-discretionary production and/or performance pay, and/or shift/differentials in the same workweek;
- e. Whether Defendants failed to pay wages due to improper rounding during the relevant time period;
- f. Whether Defendants failed to pay wages due to automatic deduction of meal periods;
- g. Whether Defendants failed to properly compensate or pay wages for piece-rate work;
- h. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;
- i. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- j. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- k. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- l. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;

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- 1 m. Whether Defendants kept complete and accurate timekeeping and payroll
2 records as required by the California Labor Code, including, *inter alia*,
3 section 1174(d);
- 4 n. Whether Defendants failed to reimburse Plaintiff and the other class
5 members for necessary business-related expenses and costs;
- 6 o. Whether Defendants' conduct was willful or reckless;
- 7 p. Whether Defendants engaged in unfair business practices in violation of
8 California Business & Professions Code section 17200, *et seq.*;
- 9 q. The appropriate amount of damages, restitution, and/or monetary penalties
10 resulting from Defendants' violation of California law; and
- 11 r. Whether Plaintiff and the other class members are entitled to
12 compensatory damages pursuant to the California Labor Code.

13 **PAGA ALLEGATIONS**

14 17. At all times herein set forth, PAGA was applicable to Plaintiff's employment by
15 Defendants.

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

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

25 20. Plaintiff was employed by Defendants and the alleged violations were committed
26 against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff
27 and the other employees are "aggrieved employees" as defined by California Labor Code section

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2699(c) in that they are current or former employees of Defendants, and one or more of the alleged violations were committed against them.

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

a. The aggrieved employee shall give written notice by online submission (hereinafter "Employee's Notice") to the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

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

22. More than 65 days preceding the filing of this Complaint, Plaintiff provided written notice by certified mail to the LWDA and to IES RESIDENTIAL, INC., of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

23. Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 210, 226 *et seq.* (including, and not limited to, 226.2, 226.3, and 226.7), 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders have been satisfied.

GENERAL ALLEGATIONS

24. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Riverside.

25. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee, in the State of California, County of Riverside.

26. Defendants hired Plaintiff, the other class members, and the aggrieved employees, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed meal periods and/or rest breaks.

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

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

29. Defendants directly hired and paid wages and benefits to Plaintiff, the other class members, and the aggrieved employees.

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

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

32. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt employees within the State of California. This pattern and practice involved, *inter alia*, failing to pay them for all regular and/or overtime wages earned for all hours worked and for missed, short, late, or uninterrupted meal periods and rest breaks in violation of California law.

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33. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff, the other class members, and the aggrieved employees were entitled to receive certain wages for overtime compensation and that they were not receiving accurate overtime compensation for all overtime hours worked as a result of, *inter alia*, Defendants' requiring them to perform work off-the-clock on various tasks (including and not limited to, traveling to and from Defendant's location, traveling to and from client work sites, performing tasks before clocking in for the day, after clocking out for the day, and during what should have been duty-free meal periods), engaging in improper rounding of time, and automatically deducting meal periods.

34. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to use the earned commissions, non-discretionary bonuses, non-discretionary monetary and non-monetary incentives, non-discretionary production and/or performance pay, and/or shift differentials to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages where Plaintiff, the other class members, and the aggrieved employees earned commissions, non-discretionary bonuses, non-discretionary monetary and non-monetary incentives, non-discretionary production and/or performance pay, and/or shift differentials and overtime wages in the same workweek.

35. Plaintiff is informed and believed, and based thereon alleges, that Defendants required Plaintiff, the other class members, and the aggrieved employees to perform "piece-rate work" characterized as hourly pay in violation of California Labor Code section 226.2. This pattern and practice involved, *inter alia*, failing to pay them for all regular and overtime wages due for paid 10-minute breaks, work unrelated to the piece (including non-productive time), break premiums for missed, late, interrupted, or shortened breaks, and overtime compensation for work completed in excess of eight (8) hours per day and/or forty (40) hours per week.

36. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide Plaintiff, the other class members, and the aggrieved employees all required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders and thus they are entitled to any and all applicable penalties.

1 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 failed to relieve Plaintiff, the other class members, and the aggrieved employees of all duties,
3 failed to relinquish control over their activities, failed to permit them a reasonable opportunity to
4 take, and impeded or discouraged them from taking, thirty (30) minute uninterrupted meal breaks
5 no later than the end of their fifth hour of work for shifts lasting at least six (6) hours, and/or to
6 take second thirty (30) minute uninterrupted meal breaks no later than their tenth hour of work
7 for shifts lasting more than ten (10) hours.

8 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knew or should have known that Plaintiff, the other class members, and the aggrieved employees
10 were entitled to receive all meal periods or payment of one additional hour of pay at their regular
11 rate(s) of pay when a meal period was missed, short, late, or uninterrupted, and they did not
12 receive all meal periods or payment of one additional hour of pay at their regular rate(s) of pay
13 when a meal period was missed, short, late, or interrupted.

14 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knew or should have known that Plaintiff, the other class members, and the aggrieved employees
16 were entitled to receive all rest periods or payment of one additional hour of pay at their regular
17 rate(s) of pay when a rest period was missed, short, late, or interrupted, and they did not receive
18 all rest periods or payment of one additional hour of pay at their regular rate(s) of pay when a
19 rest period was missed, short, late, or interrupted.

20 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 required Plaintiff, the other class members, and the aggrieved employees to remain on
22 Defendants' premises during purported meal and rest periods, thereby failing to relieve them of
23 all employer control.

24 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 knew or should have known that Plaintiff, the other class members, and the aggrieved employees
26 were entitled to receive at least minimum wages for compensation and that they were not
27 receiving at least minimum wages for all hours worked. Defendants' failure to pay minimum
28 wages included, *inter alia*, Defendants' effective payment of zero dollars per hour for hours

1 Plaintiff, the other class members, and the aggrieved employees worked off-the-clock
2 performing work duties on various tasks, improper rounding of time, and automatically
3 deducting meal periods.

4 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 rounded the work time recorded by Plaintiff, the other class members, and the aggrieved
6 employees in a manner that was not fair and neutral on its face and/or that favored Defendants
7 over time, resulting in Plaintiff, the other class members, and the aggrieved employees being
8 underpaid for their time worked.

9 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knew or should have known that Plaintiff, the other class members, and the aggrieved employees
11 were entitled to receive all wages owed to them upon discharge or resignation, including earned
12 but unpaid overtime wages, minimum wages, and meal and rest period premiums, and they did
13 not, in fact, receive all such wages owed to them at the time of their discharge or resignation.

14 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knew or should have known that Plaintiff, the other class members, and the aggrieved employees
16 were entitled to receive all wages owed to them during their employment. Plaintiff, the other
17 class members, and the aggrieved employees did not receive payment of all wages, including
18 overtime and minimum wages and meal and rest period premiums, within any time permissible
19 under California Labor Code section 204.

20 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 knew or should have known that Plaintiff, the other class members, and the aggrieved employees
22 were entitled to receive complete and accurate wage statements in accordance with California
23 law, but, in fact, they did not receive complete and accurate wage statements from Defendants.
24 The deficiencies included, *inter alia*, the failure to list all required elements under Labor Code
25 Section 226(a)(1)-9), including all applicable hourly rates and to include the total number of
26 hours worked by Plaintiff, the other class members, and the aggrieved employees, including
27 work performed off-the-clock or piece-rate work, all applicable hourly rates of pay, and to
28 accurately list all gross and net wages earned.

1 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Defendants had to keep complete and accurate timekeeping and
3 payroll records for Plaintiff, the other class members, and the aggrieved employees in
4 accordance with California law, but, in fact, did not keep complete and accurate timekeeping and
5 payroll records.

6 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 knew or should have known that Plaintiff, the other class members, and the aggrieved employees
8 were entitled to reimbursement for necessary business-related expenses, including, *inter alia*, the
9 costs of purchasing, using, replacing, maintaining, and/or repairing work attire, footwear,
10 equipment, personal protective equipment, and tools, the costs for purchasing and using personal
11 cellular phone or data on behalf of and for the benefit of Defendants, and travel costs including
12 vehicle maintenance, fuel, and mileage.

13 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knew or should have known that they had a duty to compensate Plaintiff, the other class
15 members, and the aggrieved employees pursuant to California law, and that Defendants had the
16 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
17 do so, and falsely represented to Plaintiff, the other class members, and the aggrieved employees
18 that they were properly denied wages, all in order to increase Defendants' profits.

19 49. During the relevant time period, Defendants failed to pay overtime wages to
20 Plaintiff, the other class members, and the aggrieved employees for all overtime hours worked.
21 Plaintiff, the other class members, and the aggrieved employees were required to work more than
22 eight (8) hours per day, forty (40) hours per week, and/or six (6) consecutive days in a workweek
23 without overtime compensation for all overtime hours worked.

24 50. During the relevant time period, Defendants failed to provide all requisite
25 uninterrupted meal and rest periods to Plaintiff, the other class members, and the aggrieved
26 employees.

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1 51. During the relevant time period, Defendants required Plaintiff, the other class
2 members, and the aggrieved employees to remain on Defendants' premises during purported
3 meal and rest periods, thereby failing to relieve them of all employer control.

4 52. During the relevant time period, Defendants failed to pay Plaintiff, the other class
5 members, and the aggrieved employees at least minimum or overtime wages for all hours
6 worked.

7 53. During the relevant time period, Defendants failed to pay Plaintiff, the other class
8 members, and the aggrieved employees all wages owed to them upon discharge or resignation.

9 54. During the relevant time period, Defendants failed to pay Plaintiff, the other class
10 members, and the aggrieved employees all wages within any time permissible under California
11 law, including, *inter alia*, California Labor Code section 204.

12 55. During the relevant time period, Defendants failed to provide complete or
13 accurate wage statements to Plaintiff, the other class members, and the aggrieved employees.

14 56. During the relevant time period, Defendants failed to keep complete or accurate
15 timekeeping and payroll records for Plaintiff, the other class members, and the aggrieved
16 employees. The deficiencies included, *inter alia*, the failure to list all applicable hourly rates and
17 to include the total number of hours worked (including start and end times, and meal period start
18 and end times) by Plaintiff, the other class members, and the aggrieved employees, including
19 work performed off-the-clock.

20 57. During the relevant time period, Defendants rounded the work time recorded by
21 Plaintiff, the other class members, and the aggrieved employees in a manner that was not fair and
22 neutral on its face and/or that favored Defendants over time, resulting in Plaintiff, the other class
23 members, and the aggrieved employees being underpaid for their time worked.

24 58. During the relevant time period, Defendants failed to reimburse Plaintiff, the
25 other class members, and the aggrieved employees for all necessary business-related expenses
26 and costs, including, *inter alia*, the costs of purchasing, using, maintaining, replacing, and/or
27 repairing work attire, footwear, equipment, personal protective equipment, and tools, the costs

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1 for purchasing and using personal cellular phone on behalf of and for the benefit of Defendants,
2 and travel costs including vehicle maintenance, fuel, and mileage.

3 59. During the relevant time period, Defendants failed to properly compensate
4 Plaintiff, the other class members, and the aggrieved employees pursuant to California law in
5 order to increase Defendants' profits.

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

9 **FIRST CAUSE OF ACTION**

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

11 **(Against IES RESIDENTIAL, INC. and DOES 1 through 100)**

12 61. Plaintiff incorporates by reference the allegations contained in Paragraphs 1
13 through 60, and each and every part thereof with the same force and effect as though fully set
14 forth herein.

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

19 63. Specifically, the applicable IWC Wage Order provides that Defendants are and
20 were required to pay Plaintiff and the other class members employed by Defendants, and
21 working more than eight (8) hours in a day or more than forty (40) hours in a week, and/or more
22 than six (6) consecutive days in a workweek, at the rate of time-and-one-half for all hours
23 worked in excess of eight (8) hours in a day or more than forty (40) hours in a week, or for the
24 first eight (8) hours worked on the seventh day of work in a workweek.

25 64. The applicable IWC Wage Order further provides that Defendants are and were
26 required to pay Plaintiff and the other class members overtime compensation at a rate of two
27 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

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1 65. California Labor Code section 510 codifies the right to overtime compensation at
2 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
3 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
4 work, and to overtime compensation at twice the regular hourly rate for hours worked in excess
5 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.
6 Further, California Labor Code section 226.2 requires that employees be compensated separately
7 from any piece-rate compensation for non-productive time and rest and recovery periods.

8 66. During the relevant time period, Plaintiff and the other class members worked in
9 excess of eight (8) hours in a day, in excess of forty (40) hours in a week, and/or in excess of six
10 (6) consecutive days in a workweek.

11 67. During the relevant time period, Defendants intentionally and willfully failed to
12 pay overtime wages owed to Plaintiff and the other class members for the correct amount of time
13 or number of hours worked by each employee, including and not limited to their performing
14 work off-the-clock, performing piece-rate work, completing non-productive tasks, and traveling
15 to various job site locations.

16 68. During the relevant time period, Defendants failed to properly calculate the
17 regular rate of pay used to calculate the overtime rate for the payment of overtime wages.

18 69. Defendants' failure to pay Plaintiff and the other class members the unpaid
19 balance of overtime compensation, as required by California laws, violates the provisions of
20 California Labor Code sections 226.2, 510 and 1198, and is therefore unlawful.

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

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SECOND CAUSE OF ACTION

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

(Against IES RESIDENTIAL, INC. and DOES 1 through 100)

71. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 70, and each and every part thereof with the same force and effect as though fully set forth herein.

72. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other class members' employment by Defendants.

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

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

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

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

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

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

7 78. During the relevant time period, Defendants failed to relieve Plaintiff and the
8 other class members of all duties, failed to relinquish control over Plaintiff's and the other class
9 members' activities, failed to permit Plaintiff and the other class members a reasonable
10 opportunity to take, and impeded or discouraged them from taking thirty (30) minute
11 uninterrupted meal periods no later than the end of their fifth hour of work for shifts lasting at
12 least six (6) hours, and/or to take second thirty (30) minute uninterrupted meal periods no later
13 than their tenth hour of work for shifts lasting more than ten (10) hours. Defendants required
14 Plaintiff and other class members to miss meal periods or take short, late, or interrupted meal
15 periods.

16 79. During the relevant time period, Defendants intentionally and willfully required
17 Plaintiff and the other class members to work during meal periods and failed to compensate
18 Plaintiff and the other class members the full meal period premium for work performed during
19 meal periods.

20 80. During the relevant time period, Defendants failed to pay Plaintiff and the other
21 class members the full meal period premium due pursuant to California Labor Code section
22 226.7.

23 81. Defendants' conduct violates applicable IWC Wage Order and California Labor
24 Code sections 226.7 and 512(a).

25 82. Pursuant to applicable IWC Wage Order and California Labor Code section
26 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one
27 additional hour of pay at the employee's regular rate of compensation for each work day that the
28 meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against IES RESIDENTIAL, INC. and DOES 1 through 100)

83. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 82, and each and every part thereof with the same force and effect as though fully set forth herein.

84. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

85. 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. Further, California Labor Code section 226.2 requires that employees be compensated separately from any piece-rate compensation for non-productive time and rest and recovery periods.

86. 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.

87. During the relevant time period, Defendants required Plaintiff 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. Defendants required Plaintiff and other class members to miss rest periods or to take short, late, or interrupted rest periods. Defendants also required Plaintiff and other class members to remain on the premises during rest periods.

88. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

89. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7, and/or failed to separately compensate them for rest and recover periods pursuant to California Labor Code section 226.2.

90. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code sections 226.2 and 226.7.

91. Pursuant to the applicable IWC Wage Orders and California Labor Code sections 226.2 and 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, 1197.1, and 1198)

(Against IES RESIDENTIAL, INC. and DOES 1 through 100)

92. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 91, and each and every part thereof with the same force and effect as though fully set forth herein.

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

94. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1. Defendants' failure to pay wages required by law included, *inter alia*, Defendants' effective payment of zero dollars per hour for hours Plaintiff and the other class members worked off-the-clock performing work duties, implementing an improper rounding procedure, and automatically deducting meal periods from Plaintiff's and other class members' time records regardless of whether a compliant meal period was taken. Defendants also failed to properly pay reporting time pay as required by Section 5 of the applicable IWC Wage Order.

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Defendants also failed to pay all wages due for non-productive time and rest and recovery periods pursuant to California Labor Code section 226.2.

95. Defendants' failure to pay Plaintiff and the other class members the wage as required violates California Labor Code sections 226.2, 1194, 1197, 1197.1, 1198 and the applicable IWC Wage Order. Pursuant to those provisions of law, Plaintiff and the other class members are entitled to recover the unpaid balance of their wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

96. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

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

FIFTH CAUSE OF ACTION

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

(Against IES RESIDENTIAL, INC. and DOES 1 through 100)

98. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 97, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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100. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

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

102. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then 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 is commenced; but the wages shall not continue for more than thirty (30) days.

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

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against IES RESIDENTIAL, INC. and DOES 1 through 100)

104. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 103, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

107. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

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

109. Plaintiff and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226 *et seq.*)

(Against IES RESIDENTIAL, INC. and DOES 1 through 100)

110. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 109, and each and every part thereof with the same force and effect as though fully set forth herein.

111. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated 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, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. Also, California Labor Code section 226.2(a)(2) provides that the itemized

1 wage statement must also include total hours of compensable rest and recovery periods, the rate
2 of compensation, and the gross wages paid for those periods during the pay period, and except
3 for employers paying an hourly rate of at least the applicable minimum wage for all hours
4 worked in addition to paying any piece-rate compensation, the itemized wage statement must
5 also include the total hours of other nonproductive time, the rate of compensation, and the gross
6 wages paid for that time during the pay period.

7 112. Defendants have intentionally and willfully failed to provide Plaintiff and the
8 other class members with complete and accurate wage statements. The deficiencies include, but
9 are not limited to: the failure to list all applicable hourly rates and to include the total number of
10 hours worked by Plaintiff and the other class members, including work performed off-the-clock
11 or piece-rate work, list all applicable hourly rates of pay, and to accurately list all gross and net
12 wages earned.

13 113. As a result of Defendants' violation of California Labor Code section 226 *et seq.*,
14 Plaintiff and the other class members have suffered injury and damage to their statutorily-
15 protected rights.

16 114. More specifically, Plaintiff and the other class members have been injured by
17 Defendants' intentional and willful violation of California Labor Code section 226 *et seq.*
18 because they were denied both their legal right to receive, and their protected interest in
19 receiving, accurate and itemized wage statements pursuant to California Labor Code section 226
20 *et seq.*

21 115. Plaintiff and the other class members are entitled to recover from Defendants the
22 greater of their actual damages caused by Defendants' failure to comply with California Labor
23 Code section 226 *et seq.*, or an aggregate penalty not exceeding four thousand dollars per
24 employee.

25 116. Plaintiff and the other class members are also entitled to injunctive relief to ensure
26 compliance with this section, pursuant to California Labor Code section 226(h).

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EIGHTH CAUSE OF ACTION

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

(Against IES RESIDENTIAL, INC. and DOES 1 through 100)

117. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 116, and each and every part thereof with the same force and effect as though fully set forth herein.

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

119. Defendants have intentionally and willfully failed to keep accurate and complete timekeeping and payroll records showing the hours worked daily and the wages paid, and meal periods taken, for Plaintiff and the other class members.

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

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

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NINTH CAUSE OF ACTION

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

(Against IES RESIDENTIAL, INC. and DOES 1 through 100)

122. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 121, and each and every part thereof with the same force and effect as though fully set forth herein.

123. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. Pursuant to Section 9(B) of the applicable IWC Wage Order, if tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except for an employee whose wages are at least two (2) times the minimum wage.

124. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including, the costs of purchasing, using, replacing, maintaining, and/or repairing work attire, footwear, equipment, personal protective equipment, and tools, the costs for purchasing and using personal cellular phone or data on behalf of and for the benefit of Defendants, and travel costs including vehicle maintenance, fuel, and mileage.

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

126. Plaintiff 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.

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TENTH CAUSE OF ACTION

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

(Against IES RESIDENTIAL, INC. and DOES 1 through 100)

127. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 126, and each and every part thereof with the same force and effect as though fully set forth herein.

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

129. 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.*

130. 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 Plaintiff 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 Plaintiff 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 provide a day of rest violate California Labor Code sections 551 and 552. Defendants' policies and practices of failing to pay wages required by law violate California Labor Code sections 226.2, 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the other class members violate California Labor Code sections 201, 202, 204, and 210. Defendants also violated California Labor Code sections 226 *et seq.*, 1174(d), 2800 and 2802.

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

132. Plaintiff 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.

133. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff 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 lawsuit or such other earlier date approved by the Court based on operation of law (e.g. a legal theory for relation-back or tolling) and/or order of the Court; 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 IES RESIDENTIAL, INC. and DOES 1 through 100)

134. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 11 and 17 through 126, and each and every part thereof with the same force and effect as though fully set forth herein.

135. 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.

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

137. Plaintiff and the other hourly-paid or non-exempt employees, are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or
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former employees of Defendant, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

138. Defendants' failure to pay overtime in violation of the IWC Wage Orders and California Labor Code sections 226.2, 510 and 1198, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 226.2, 510 and 1198.

Failing to Provide Meal Periods

139. Defendants' failure to provide legally required meal periods in violation of the IWC Wage Orders and California Labor Code sections 226.7 and 512(a), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

140. Defendants' failure to provide legally required rest and recovery periods in violation of the IWC Wage Orders and California Labor Code sections 226.2 and 226.7, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 226.2 and 226.7.

Failure to Pay Minimum Wages

141. Defendants' failure to pay wages required by law in violation of the IWC Wage Orders and California Labor Code sections 226.2, 1194, 1197 and 1197.1, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 226.2, 1194, 1197 and 1197.1.

Failure to Timely Pay Wages Upon Termination

142. Defendants' failure to timely pay wages upon termination in violation of California Labor Code sections 201 and 202, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

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Failure to Timely Pay Wages During Employment

143. Defendants' failure to timely pay wages during employment in violation of California Labor Code section 204, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide a Day of Rest

144. Defendants' failure to provide a day of rest in violation of the California Labor Code sections 551 and 552, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 551 and 552.

Failure to Provide Compliant Wage Statements

145. Defendants' failure to provide compliant wage statements in violation of California Labor Code section 226 *et seq.*, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226 *et seq.*

Failure to Keep Complete or Accurate Payroll Records

146. Defendants' failure to keep complete or accurate timekeeping and payroll records in violation of California Labor Code section 1174(d), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

147. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for all necessary business-related expenses and costs in violation of California Labor Code sections 2800 and 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

148. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the

1 initial violation, and two hundred dollars (\$200) for each aggrieved
2 employee per pay period for each subsequent violation;

3 b. Penalties under California Code of Regulations Title 8 section 11010, *et*
4 *seq.* in the amount of fifty dollars (\$50) for each aggrieved employee per
5 pay period for the initial violation, and one hundred dollars (\$100) for
6 each aggrieved employee per pay period for each subsequent violation;

7 c. Penalties under California Labor Code section 210 in addition to, and
8 entirely independent and apart from, any other penalty provided in the
9 California Labor Code in the amount of a hundred dollars (\$100) for each
10 aggrieved employee per pay period for the initial violation, and two
11 hundred dollars (\$200) for each aggrieved employee per pay period for
12 each subsequent violation; and

13 d. Any and all additional penalties and sums as provided by the California
14 Labor Code and/or other statutes.

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

20 150. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and
21 costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable
22 statute.

23 **DEMAND FOR JURY TRIAL**

24 Plaintiff, individually, and on behalf of other members of the general public similarly
25 situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys
26 General Act, requests a trial by jury.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff, 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, prays 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 Plaintiff be appointed as the representative of the Class with respect to the first ten causes of action;
3. That counsel for Plaintiff 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 226.2, 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff 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
9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to

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1 provide all meal periods (including second meal periods) to Plaintiff and the other class
2 members;

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

6 12. For all actual, consequential, and incidental losses and damages, according to
7 proof;

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

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

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

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

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

14 17. That the Court declare, adjudge and decree that Defendants violated California
15 Labor Code sections 226.2 and 226.7 and applicable IWC Wage Orders by willfully failing to
16 provide all rest and/or recovery periods to Plaintiff and the other class members;

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

20 19. For all actual, consequential, and incidental losses and damages, according to
21 proof;

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

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

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

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As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.2, 1194, 1197, and 1197.1 by willfully failing to pay required wages to Plaintiff and the other class members;

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

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

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

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

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As to the Sixth Cause of Action

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

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

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

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

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226 *et seq.* and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

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

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

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

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

As to the Eighth Cause of Action

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

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

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

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

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As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

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

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

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

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

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay minimum, regular, overtime, and reporting time wages to Plaintiff and the other class members, failing to pay Plaintiff's and the other class members' wages timely as required by, *inter alia*, California Labor Code section 201, 202, 203, 204, 210, 226 *et seq.*, 1174(d), 1198, 2800, and 2802.

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

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

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

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

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

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

3 59. For civil penalties and wages pursuant to California Labor Code sections 2699(a),
4 (f) and (g) plus costs and attorneys' fees for violation of California Labor Code sections 201,
5 202, 203, 204, 210, 226 *et seq.* (including and not limited to 226.2, 226.3, and 226.7), 510,
6 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage
7 Orders; and for such other and further relief as the Court may deem equitable and appropriate.

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9 Dated: October 9, 2023

LAWYERS for JUSTICE, PC

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11 By: /s/ Vartan S. Madoyan

12 Arby Aiwarzian

13 Joanna Ghosh

14 Vartan Madoyan

15 *Attorneys for Plaintiff*
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