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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

MICHAEL TURINETTI, 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.

GEMOLOGICAL INSTITUTE OF
AMERICA, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 37-2023-00036003-CU-OE-CTL

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

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor 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 California Labor Code §§ 1194, 1197, and 1197.1 (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 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.
- (11) Violation of California Labor Code § 2698, et seq. (California Labor

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff MICHAEL TURINETTI (“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 (“PAGA”), and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382, and the representative cause of action under PAGA is brought pursuant to California Labor Code section 2698, et seq. The monetary damages, restitution, and statutory and civil penalties sought by Plaintiff exceed 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 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 San Diego. The majority of acts and omissions alleged herein relating to Plaintiff, the other class members, and the other aggrieved employees took place in the State of California, including the County of San Diego. At all relevant times, Defendant maintained

its headquarters/“nerve center” within the State of California, County of San Diego.

PARTIES

5. Plaintiff MICHAEL TURINETTI is an individual residing in the State of California, County of San Diego.

6. Defendant GEMOLOGICAL INSTITUTE OF AMERICA, INC., at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of San Diego.

7. At all relevant times, Defendant GEMOLOGICAL INSTITUTE OF AMERICA, INC. was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

8. At all times herein relevant, Defendants GEMOLOGICAL INSTITUTE OF AMERICA, 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 sues 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, the other class members, and the other aggrieved employees 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 GEMOLOGICAL INSTITUTE OF AMERICA, 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, the other class members, and the other aggrieved employees so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

12. Plaintiff brings 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 persons who have been employed by Defendant as a non-exempt or hourly employee in California at any time during the period August 18, 2019 through (a) the date a Court grants preliminary approval of the settlement, or (b) December 5, 2024, whichever is sooner, or, if applicable, (c) the Alternate End Date, meaning the end date if the number of Workweeks exceeds 150,662 and is the day before the Workweeks reach 150,662.

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’ records.

b. Typicality: Plaintiff’s claims are typical of all other class members’ as demonstrated herein. Plaintiff will fairly and adequately protect the

1 interests of the other class members with whom he has a well-defined
2 community of interest.

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

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

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

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

- 26 a. Whether Defendants' failure to pay wages, without abatement or
27 reduction, in accordance with the California Labor Code, was willful;
28 b. Whether Defendants' had a corporate policy and practice of failing to

1 pay their hourly-paid or non-exempt employees within the State of
2 California for all hours worked and for non-compliant meal and rest
3 periods (i.e., short, late, interrupted, and/or missed) meal periods and rest
4 periods in violation of California law;

5 c. Whether Defendants required Plaintiff and the other class members to
6 work over eight (8) hours per day, over forty (40) hours per week, and/or
7 over six (6) consecutive days per workweek, and failed to pay the legally
8 required overtime compensation to Plaintiff and the other class members;

9 d. Whether Defendants deprived Plaintiff and the other class members of
10 meal and/or rest periods or required Plaintiff and the other class
11 members to work during meal and/or rest periods without compensation;

12 e. Whether Defendants failed to pay minimum wages and all compensation
13 earned (including regular, minimum, overtime, and premium wages) to
14 Plaintiff and the other class members for all hours worked;

15 f. Whether Defendants failed to pay all wages due to Plaintiff and the other
16 class members within the required time upon their discharge or
17 resignation;

18 g. Whether Defendants failed to timely pay all wages due to Plaintiff and
19 the other class members during their employment;

20 h. Whether Defendants complied with wage reporting as required by the
21 California Labor Code, including, *inter alia*, section 226;

22 i. Whether Defendants kept complete and accurate payroll records as
23 required by the California Labor Code, including, *inter alia*, section
24 1174(d);

25 j. Whether Defendants failed to pay reporting time pay to Plaintiff and the
26 other class members;

27 k. Whether Defendants failed to reimburse Plaintiff and the other class
28 members for necessary business-related expenses and costs;

- l. Whether Defendants failed to provide at least one day of rest in a seven-day work week to Plaintiff and other class members as required by California Labor Code section 551 and 552;
- m. Whether Defendants' conduct was willful or reckless;
- n. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- o. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- p. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

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

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

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

20. Plaintiff was employed by Defendants and the alleged violations were committed against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and the other employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are current or former employees of Defendants, and one or more of the alleged violations were committed against them.

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

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

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

18 22. On January 23, 2025, Plaintiff provided written notice by online submission to
19 the LWDA and by certified mail to Defendant GEMOLOGICAL INSTITUTE OF AMERICA,
20 INC. of the specific provisions of the California Labor Code alleged to have been violated,
21 including the facts and theories to support the alleged violations. Plaintiff did not receive an
22 LWDA Notice within sixty-five (65) days of the date of the submission of Plaintiff’s Notice.

23 23. Therefore, the administrative prerequisites under California Labor Code section
24 2699.3(a) to recover civil penalties, including unpaid wages and premium wages per
25 California Labor Code section 558 against Defendants, in addition to other remedies, for
26 violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a),
27 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders
28 including inter alia, Wage Orders 4-2001 and 7-2001 have been satisfied.

GENERAL ALLEGATIONS

24. At all relevant times set forth herein, Defendants employed Plaintiff, the other class members, and the other aggrieved employees as hourly-paid or non-exempt employees within the State of California, County of San Diego.

25. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee, from approximately May 2014 to approximately October 2021 in the State of California, County of San Diego.

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

27. Defendants had the authority to hire and terminate Plaintiff, the other class members, and the other aggrieved employees, to set work rules and conditions governing Plaintiff's, the other class members', and the other aggrieved employees' 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 other aggrieved employees' employment for them to be joint employers of Plaintiff, the other class members, and the other aggrieved employees.

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

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

31. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff, the other class members, and the other aggrieved employees worked over eight (8) hours in a day, (40) hours in a week, and/or over six (6) consecutive days in a workweek during their employment with Defendants.

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1 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 engaged in a pattern and practice of wage abuse against Plaintiff, the other class members, and
3 the other aggrieved employees within the State of California. This pattern and practice
4 involved, *inter alia*, failing to pay them for all hours worked and for non-compliant (short,
5 late, interrupted, and altogether missed) meal periods and rest breaks in violation of California
6 law.

7 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff, the other class members, and the other aggrieved
9 employees were entitled to receive certain wages for overtime compensation and that they
10 were not receiving accurate overtime compensation for all overtime hours worked.

11 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 failed to use the shift differential pay/commissions/non-discretionary bonuses/non-discretionary
13 performance pay to calculate the regular rate of pay used to calculate the overtime rate for the
14 payment of overtime wages where Plaintiff and the other class members earned shift differential
15 pay/commissions/non-discretionary bonuses/non-discretionary performance pay and overtime
16 wages in the same workweek.

17 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 failed to provide Plaintiff, the other class members, and the other aggrieved employees all
19 required rest and meal periods during the relevant time period as required under the Industrial
20 Welfare Commission Wage Orders and thus they are entitled to any and all applicable
21 penalties. Defendants' failure included, *inter alia*, failing to provide uninterrupted ten (10)
22 minute rest periods and timely, uninterrupted thirty (30) minute meal periods to Plaintiff, the
23 other class members, and the other aggrieved employees. Plaintiff, the other class members,
24 and the other aggrieved employees were required to perform work during meal periods and
25 rest periods, and Defendants incentivized Plaintiff and the other class members to forego
26 statutorily required meal periods and rest periods.

27 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 failed to relieve Plaintiff, the other class members, and the other aggrieved employees of all

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

8 37. 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 other aggrieved
10 employees were entitled to receive all meal periods or payment of one additional hour of pay
11 at Plaintiff's, the other class members', and other aggrieved employees' regular rate of pay
12 when a meal period was non-compliant (missed, short, late, or interrupted), and they did not
13 receive all meal periods or payment of one additional hour of pay at Plaintiff's, the other class
14 members', and the other aggrieved employees' regular rate of pay when a meal period was
15 missed, short, late, or interrupted.

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

23 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 failed to provide, authorize, and permit Plaintiff and the other class members to take full,
25 uninterrupted, off-duty rest periods. Defendants failed to make a good faith effort to authorize,
26 permit, and provide such rest breaks in the middle of each work period. Defendants also
27 required Plaintiff and other class members to remain on the premises during rest periods.

28 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants

1 knew or should have known that Plaintiff, the other class members, and the other aggrieved
2 employees were entitled to pay equal to half the usual or scheduled day's work in an amount
3 no less than two (2) hours, nor more than four (4) hours, at the employee's regular rate of pay
4 for each workday in which Plaintiff, the other class members, and the other aggrieved
5 employees were required to report to work and were furnished less than half the usual or
6 scheduled day's work.

7 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff, the other class members, and the other aggrieved
9 employees were entitled to pay equal to no less than two (2) hours at Plaintiff's, the other class
10 members', and the other aggrieved employees' regular rate of pay for each day in which
11 Plaintiff, the other class members, and aggrieved employees were required to report for work a
12 second time in one workday and were furnished less than two hours of work on the second
13 reporting.

14 42. 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 other aggrieved
16 employees were entitled to receive at least minimum wages for compensation and that they
17 were not receiving at least minimum wages for all hours worked.

18 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 rounded the work time recorded by Plaintiff and the other class members in a manner that was
20 not fair and neutral on its face and/or that favored Defendants over time, resulting in Plaintiff
21 and the other class members being underpaid for their time worked.

22 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Plaintiff, the other class members, and the other aggrieved
24 employees were entitled to receive all wages owed to them upon discharge or resignation,
25 including earned but unpaid overtime wages, minimum wages, reporting time pay, and meal
26 and rest period premiums, and they did not, in fact, receive all such wages owed to them at the
27 time of their discharge or resignation.

28 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants

1 knew or should have known that Plaintiff, the other class members, and aggrieved employees
2 were entitled to receive all wages owed to them during their employment. Plaintiff, the other
3 class members, and the other aggrieved employees did not receive payment of all wages,
4 including earned but unpaid overtime wages, minimum wages, reporting time pay, and meal
5 and rest period premiums, within any time permissible under California Labor Code section
6 204.

7 46. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff, the
8 other class members, and the other aggrieved employees were not provided with a day of rest
9 as required by California Labor Code sections 551 and 552, because they regularly worked in
10 excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during
11 workweeks in which they were required to work in excess of six (6) days, without
12 accumulating or being provided the opportunity to take at least one (1) day of rest, and when
13 they accumulated days of rest, they were not actually provided the opportunity to take the
14 equivalent of one (1) day's rest in seven (7) during each calendar month.

15 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 knew or should have known that Plaintiff, the other class members, and the other aggrieved
17 employees were entitled to receive complete and accurate wage statements in accordance with
18 California law, but, in fact, they did not receive complete and accurate wage statements from
19 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of
20 hours worked by Plaintiff, the other class members, and the other aggrieved employees.

21 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 knew or should have known that Defendants had to keep complete and accurate payroll
23 records for Plaintiff, the other class members, and the other aggrieved employees in
24 accordance with California law, but, in fact, did not keep complete and accurate payroll
25 records.

26 Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should
27 have known that Plaintiff, the other class members, and the other aggrieved employees were
28 entitled to reimbursement for necessary business-related expenses.

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

8 50. During the relevant time period, Defendants failed to pay overtime wages to
9 Plaintiff, the other class members, and the other aggrieved employees for all overtime hours
10 worked. Plaintiff, the other class members, and the other aggrieved employees did not receive
11 overtime compensation at one-and-one-half times the regular rate of all hours spent
12 performing job duties in excess of eight (8) hours per day, forty (40) hours per week, and/or
13 six (6) consecutive days in a workweek.

14 51. During the relevant time period, Defendants failed to use the shift differential
15 pay/commissions/non-discretionary bonuses/non-discretionary performance pay to calculate the
16 regular rate of pay used to calculate the overtime rate for the payment of overtime wages where
17 Plaintiff and the other class members earned shift differential pay/commissions/non-
18 discretionary bonuses/non-discretionary performance pay and overtime wages in the same
19 workweek.

20 52. During the relevant time period, Defendants failed to provide all requisite
21 uninterrupted meal and rest periods to Plaintiff, the other class members, and the other
22 aggrieved employees.

23 53. During the relevant time period, Defendants failed to pay Plaintiff, the other
24 class members, and the other aggrieved employees at least minimum wages for all hours
25 worked.

26 54. During the relevant time period, Defendants rounded the work time recorded by
27 Plaintiff and the other class members in a manner that was not fair and neutral on its face and/or
28 that favored Defendants over time, resulting in Plaintiff and the other class members being

1 underpaid for their time worked.

2 55. During the relevant time period, Defendants failed to pay Plaintiff, the other
3 class members, and the other aggrieved employees all wages owed to them upon discharge or
4 resignation.

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

8 57. During the relevant time period, Defendants failed to provide complete or
9 accurate wage statements to Plaintiff, the other class members, and the other aggrieved
10 employees.

11 58. During the relevant time period, Defendants failed to keep complete or accurate
12 payroll records for Plaintiff, the other class members, and the other aggrieved employees.

13 59. During the relevant time period, Defendants failed to reimburse Plaintiff, the
14 other class members, and the other aggrieved employees for all necessary business-related
15 expenses and costs.

16 60. During the relevant time period, Defendants failed to properly compensate
17 Plaintiff, the other class members, and the other aggrieved employees pursuant to California
18 law in order to increase Defendants' profits.

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

22 **FIRST CAUSE OF ACTION**

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

24 **(Against GEMOLOGICAL INSTITUTE OF AMERICA, INC. and DOES 1 through 100)**

25 62. Plaintiff incorporates by reference the allegations contained in Paragraphs 1
26 through 62, and each and every part thereof with the same force and effect as though fully set
27 forth herein.

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1 63. California Labor Code section 1198 and the applicable Industrial Welfare
2 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without
3 compensating them at a rate of pay either time-and-one-half or two-times that person’s regular
4 rate of pay, depending on the number of hours worked by the person on a daily or weekly
5 basis.

6 64. Specifically, the applicable IWC Wage Order provides that Defendants are and
7 were required to pay Plaintiff and the other class members employed by Defendants, and
8 working more than eight (8) hours in a day, more than forty (40) hours in a workweek, or over
9 six (6) consecutive days in a workweek at the rate of time-and-one-half for all hours worked in
10 excess of eight (8) hours in a day, more than forty (40) hours in a workweek, or over six (6)
11 consecutive days in a workweek.

12 65. The applicable IWC Wage Order further provides that Defendants are and were
13 required to pay Plaintiff and the other class members overtime compensation at a rate of two
14 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day or
15 on the excess of eight (8) hours on the sixth consecutive day of work in a workweek.

16 66. California Labor Code section 510 codifies the right to overtime compensation
17 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
18 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
19 of work, and to overtime compensation at twice the regular hourly rate for hours worked in
20 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
21 of work.

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

25 68. During the relevant time period, Defendants intentionally and willfully failed to
26 pay overtime wages owed to Plaintiff and the other class members. Plaintiff and the other class
27 members did not receive overtime compensation at one and one-and-one-half times their
28 regular hourly rate of pay for all hours spent performing job duties in excess of eight (8) hours

1 in a day, or forty (40) hours in a week, or for the first eight (8) hours worked on the seventh
2 day of work.

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

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

9 **SECOND CAUSE OF ACTION**

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

11 **(Against GEMOLOGICAL INSTITUTE OF AMERICA, INC. and DOES 1 through 100)**

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

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

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

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

27 75. At all relevant times, the applicable IWC Wage Order and California Labor
28 Code section 512(a) further provide that an employer may not require, cause or permit an

1 employee to work for a work period of more than ten (10) hours per day without providing the
2 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except
3 that if the total hours worked is no more than twelve (12) hours, the second meal period may
4 be waived by mutual consent of the employer and the employee only if the first meal period
5 was not waived.

6 76. During the relevant time period, Plaintiff and the other class members who were
7 scheduled to work for a period of time no longer than six (6) hours, and who did not waive
8 their legally-mandated meal periods by mutual consent, were required to work for periods
9 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
10 minutes and/or rest period.

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

15 78. During the relevant time period, Plaintiff and other class members who were
16 scheduled to work for a period of time in excess of twelve (12) hours were required to work
17 for periods longer than ten (10) hours without a second uninterrupted meal period of not less
18 than thirty (30) minutes.

19 79. During the relevant time period, Plaintiff's and other class members' meal
20 periods were missed, shortened, late, and/or were interrupted because Defendants required
21 them to perform and complete work duties, even when it resulted in missed, shortened, late, or
22 interrupted meal periods. Defendants interrupted Plaintiff and the other class members during
23 purported meal periods to require them to return to work before a full 30 minutes elapsed to
24 complete or begin tasks.

25 80. During the relevant time period, Defendants failed to relieve Plaintiff and the
26 class members of all duties, failed to relinquish control over Plaintiff and the other class
27 members' activities, failed to permit Plaintiff and the other class members a reasonable
28 opportunity to take, and impeded or discouraged them from taking 30 minute uninterrupted

1 meal periods no later than the end of their fifth hour of work for shifts lasting at least 6 hours,
2 and/or to take second 30 minute uninterrupted meal periods no later than their tenth hour of
3 work for shifts lasting more than 10 hours.

4 81. During the relevant time period, Defendants intentionally and willfully required
5 Plaintiff and the other class members to work during meal periods and failed to compensate
6 Plaintiff and the other class members the full meal period premium for work performed during
7 meal periods.

8 82. During the relevant time period, Defendants failed to pay Plaintiff and the other
9 class members the full meal period premium due pursuant to California Labor Code section
10 226.7.

11 83. Defendants' conduct violates applicable IWC Wage Order and California Labor
12 Code sections 226.7 and 512(a).

13 84. Pursuant to applicable IWC Wage Order and California Labor Code section
14 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
15 additional hour of pay at the employee's regular rate of compensation for each work day that
16 the meal or rest period is not provided.

17 **THIRD CAUSE OF ACTION**

18 **(Violation of California Labor Code § 226.7)**

19 **(Against GEMOLOGICAL INSTITUTE OF AMERICA, INC. and DOES 1 through 100)**

20 85. Plaintiff incorporates by reference the allegations contained in paragraphs 1
21 through 85, and each and every part thereof with the same force and effect as though fully set
22 forth herein.

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

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

1 88. At all relevant times, the applicable IWC Wage Order provides that “[e]very
2 employer shall authorize and permit all employees to take rest periods, which insofar as
3 practicable shall be in the middle of each work period” and that the “rest period time shall be
4 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
5 hours or major fraction thereof” unless the total daily work time is less than three and one-half
6 (3 ½) hours.

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

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

13 91. During the relevant time period, Defendants failed to pay Plaintiff and the other
14 class members the full rest period premium due pursuant to California Labor Code section
15 226.7.

16 92. Defendants failed to relieve Plaintiff and the other class members of all duties
17 and relinquish control over how they spent their rest breaks, and failed to provide compliant
18 rest periods.

19 93. Defendants’ conduct violates applicable IWC Wage Orders and California
20 Labor Code section 226.7.

21 94. Pursuant to the applicable IWC Wage Orders and California Labor Code section
22 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
23 additional hour of pay at the employees’ regular hourly rate of compensation for each work
24 day that the rest period was not provided.

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1 **FOURTH CAUSE OF ACTION**

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

3 **(Against GEMOLOGICAL INSTITUTE OF AMERICA, INC. and DOES 1 through 100)**

4 95. Plaintiff incorporates by reference the allegations contained in paragraphs 1
5 through 95, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

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

10 97. During the relevant time period, Defendants failed to pay minimum wage to
11 Plaintiff and the other class members as required, pursuant to California Labor Code sections
12 1194, 1197, and 1197.1. Defendants' failure to pay minimum wages included, *inter alia*,
13 Defendants' effective payment of zero dollars per hour for hours Plaintiff and the other class
14 members worked off-the-clock performing work duties and also implementing an improper
15 rounding procedure.

16 98. Defendants' failure to pay Plaintiff and the other class members the minimum
17 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
18 those sections Plaintiff and the other class members are entitled to recover the unpaid balance
19 of their minimum wage compensation as well as interest, costs, and attorney's fees, and
20 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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

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

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1 **FIFTH CAUSE OF ACTION**

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

3 **(Against GEMOLOGICAL INSTITUTE OF AMERICA, INC. and DOES 1 through 100)**

4 101. Plaintiff incorporates by reference the allegations contained in paragraphs 1
5 through 101, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

7 102. At all relevant times herein set forth, California Labor Code sections 201 and
8 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
9 time of discharge are due and payable immediately, and if an employee quits his or her
10 employment, his or her wages shall become due and payable not later than seventy-two (72)
11 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
12 intention to quit, in which case the employee is entitled to his or her wages at the time of
13 quitting.

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

17 104. Plaintiff and other class members were not paid, at the time of their discharge,
18 wages earned and unpaid throughout their employment, including, but not limited to,
19 minimum wages for time worked off-the-clock to perform work duties, reporting time pay, for
20 meal and rest period premium payments, and as a result of Defendants' failure to properly
21 calculate the regular rate of pay.

22 105. Defendants' failure to pay Plaintiff and the other class members who are no
23 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
24 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
25 201 and 202.

26 106. California Labor Code section 203 provides that if an employer willfully fails to
27 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
28 shall continue as a penalty from the due date thereof at the same rate until paid or until an

1 action is commenced; but the wages shall not continue for more than thirty (30) days.

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

5 **SIXTH CAUSE OF ACTION**

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

7 **(Against GEMOLOGICAL INSTITUTE OF AMERICA, INC. and DOES 1 through 100)**

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

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

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

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

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

26 113. During the relevant time period, Defendants did not timely pay Plaintiff and the
27 other class members wages during their employment, including, but not limited to, minimum
28 wages for time worked off-the-clock to perform work duties and for meal and rest period

1 premium payments.

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

4 **SEVENTH CAUSE OF ACTION**

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

6 **(Against GEMOLOGICAL INSTITUTE OF AMERICA, INC. and DOES 1 through 100)**

7 115. Plaintiff incorporates by reference the allegations contained in paragraphs 1
8 through 115, and each and every part thereof with the same force and effect as though fully set
9 forth herein.

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

24 117. Defendants have intentionally and willfully failed to provide Plaintiff and the
25 other class members with complete and accurate wage statements. The deficiencies include,
26 but are not limited to: the failure to include the total number of hours worked by Plaintiff and
27 the other class members.

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1 118. As a result of Defendants' violation of California Labor Code section 226(a),
2 Plaintiff and the other class members have suffered injury and damage to their statutorily-
3 protected rights.

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

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

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

14 **EIGHTH CAUSE OF ACTION**

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

16 **(Against GEMOLOGICAL INSTITUTE OF AMERICA, INC. and DOES 1 through 100)**

17 122. Plaintiff incorporates by reference the allegations contained in paragraphs 1
18 through 111, and each and every part thereof with the same force and effect as though fully set
19 forth herein.

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

27 124. Defendants have intentionally and willfully failed to keep accurate and complete
28 payroll records showing the hours worked daily and the wages paid to Plaintiff and the other

1 class members.

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

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

9 **NINTH CAUSE OF ACTION**

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

11 **(Against GEMOLOGICAL INSTITUTE OF AMERICA, INC. and DOES 1 through 100)**

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

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

19 129. Plaintiff and the other class members incurred necessary business-related
20 expenses and costs that were not fully reimbursed by Defendants.

21 130. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
22 other class members for all necessary business-related expenses and costs, including, but not
23 limited to, the purchasing and maintenance of clothing and footwear in compliance with the
24 dress code.

25 131. Plaintiff and the other class members are entitled to recover from Defendants
26 their business-related expenses and costs incurred during the course and scope of their
27 employment, plus interest accrued from the date on which the employee incurred the necessary
28 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 GEMOLOGICAL INSTITUTE OF AMERICA, INC. and DOES 1 through 100)

132. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 132, and each and every part thereof with the same force and effect as though fully set forth herein.

133. 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.

134. 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.

135. 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 minimum wages violate California Labor Code sections 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 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

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

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137. 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.

138. 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 prior to 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 GEMOLOGICAL INSTITUTE OF AMERICA, INC. and DOES 1 through 100)

139. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 139, and each and every part thereof with the same force and effect as though fully set forth herein.

140. 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.

141. 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.

142. 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 former employees of Defendants, and one or more of the alleged violations was committed against them.

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1 **Failure to Pay Overtime**

2 143. Defendants' failure to pay legally required overtime wages to Plaintiff and the
3 other aggrieved employees is in violation of the Wage Orders and constitutes a violation of
4 California Labor Code sections 510 and 1198.

5 **Failure to Provide Meal Periods**

6 144. Defendants' failure to provide legally required meal periods to Plaintiff and the
7 other aggrieved employees is in violation of the Wage Orders and constitutes a violation of
8 California Labor Code sections 226.7 and 512(a).

9 **Failure to Provide Rest Periods**

10 145. Defendants' failure to provide legally required rest periods to Plaintiff and the
11 other aggrieved employees is in violation of the Wage Orders and constitutes a violation of
12 California Labor Code section 226.7.

13 **Failure to Pay Minimum Wages**

14 146. Defendants' failure to pay legally required minimum wages to Plaintiff and the
15 other aggrieved employees is in violation of the Wage Orders and constitutes a violation of
16 California Labor Code sections 1194, 1197 and 1197.1.

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

18 147. Defendants' failure to provide a day of rest as required by California Labor
19 Code sections 551 and 552, as alleged above, constitutes unlawful and/or unfair activity
20 prohibited by California Labor Code sections 551 and 552.

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

22 148. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved
23 employees upon termination in accordance with Labor Code sections 201 and 202 constitutes a
24 violation of California Labor Code sections 201 and 202.

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

26 149. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved
27 employees during employment in accordance with Labor Code section 204 constitutes a
28 violation of California Labor Code section 204.

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

2 150. Defendants' failure to provide complete and accurate wage statements to
3 Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a)
4 constitutes a violation of California Labor Code section 226(a).

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

6 151. Defendants' failure to keep complete and accurate payroll records relating to
7 Plaintiff and the other aggrieved employees in accordance with California Labor Code section
8 1174(d) constitutes a violation of California Labor Code section 1174(d).

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

10 152. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for
11 necessary business-related expenses and costs in accordance with California Labor Code
12 sections 2800 and 2802 constitutes a violation of California Labor Code sections 2800 and
13 2802.

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

- 19 a. Penalties under California Labor Code section 2699 in the amount of one
20 hundred dollars (\$100) for each aggrieved employee per pay period for the
21 initial violation, and two hundred dollars (\$200) for each aggrieved
22 employee per pay period for each subsequent violation;
- 23 b. Penalties under California Code of Regulations Title 8 section 11010, et
24 seq. in the amount of fifty dollars (\$50) for each aggrieved employee per
25 pay period for the initial violation, and one hundred dollars (\$100) for
26 each aggrieved employee per pay period for each subsequent violation;
- 27 c. Penalties under California Labor Code section 210 in addition to, and
28 entirely independent and apart from, any other penalty provided in the

1 California Labor Code in the amount of one hundred dollars (\$100) for
2 each aggrieved employee per pay period for the initial violation, and two
3 hundred dollars (\$200) for each aggrieved employee per pay period for
4 each subsequent violation; and

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

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

12 155. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and
13 costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable
14 statute.

15 **DEMAND FOR JURY TRIAL**

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

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff, individually and on behalf of all other members of the
21 general public similarly situated and on behalf of other aggrieved employees pursuant to the
22 California Private Attorneys General Act, prays for relief and judgment against Defendants,
23 jointly and severally, as follows:

24 **Class Certification**

- 25 1. That this action be certified as a class action, as to the first ten causes of action;
26 2. That Plaintiff be appointed as the representative of the Class as to the first ten
27 causes of action;
28 3. That counsel for Plaintiff be appointed as Class Counsel; and

1 4. That Defendants provide to Class Counsel immediately the names and most
2 current/last known contact information (address, e-mail and telephone numbers) of all class
3 members.

4 **As to the First Cause of Action**

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

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

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

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

14 9. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and
15 (g); and

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

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

18 11. That the Court declare, adjudge and decree that Defendants violated California
19 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
20 provide all meal periods (including second meal periods) to Plaintiff and the other class
21 members;

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

25 13. For all actual, consequential, and incidental losses and damages, according to
26 proof;

27 14. For premium wages pursuant to California Labor Code section 226.7(c);

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1 15. For pre-judgment interest on any unpaid wages from the date such amounts
2 were due;

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

4 17. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and
5 (g); and

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

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

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

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

14 21. For all actual, consequential, and incidental losses and damages, according to
15 proof;

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

17 23. For pre-judgment interest on any unpaid wages from the date such amounts
18 were due;

19 24. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and
20 (g); and

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

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

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

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

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

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

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

8 31. For liquidated damages pursuant to California Labor Code section 1194.2;

9 32. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and
10 (g); and

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

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

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

17 35. For all actual, consequential, and incidental losses and damages, according to
18 proof;

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

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

23 38. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and
24 (g); and

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

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

27 40. That the Court declare, adjudge and decree that Defendants violated California
28 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;

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

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

43. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g); and

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

As to the Seventh Cause of Action

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

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

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

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

49. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g); and

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

As to the Eighth Cause of Action

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

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

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

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1 54. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and
2 (g); and

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

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

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

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

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

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

12 60. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and
13 (g); and

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

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

16 62. That the Court decree, adjudge and decree that Defendants violated California
17 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the
18 other class members all overtime compensation due to them, failing to provide all meal and
19 rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to
20 Plaintiff and the other class members, failing to pay Plaintiff's and the other class members'
21 wages timely as required by California Labor Code sections 201, 202 and 204 and by violating
22 California Labor Code sections 226(a), 1174(d), 2800 and 2802.

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

25 64. For the appointment of a receiver to receive, manage and distribute any and all
26 funds disgorged from Defendants and determined to have been wrongfully acquired by
27 Defendants as a result of violation of California Business and Professions Code sections
28 17200, et seq.;

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

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

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

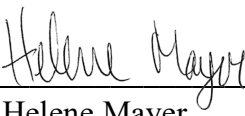
6 **As to the Eleventh Cause of Action**

7 68. For civil penalties and wages pursuant to California Labor Code sections
8 2699(a), (f) and (g) and 558 plus costs and attorneys' fees for violation of California Labor
9 Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194,
10 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including, *inter alia*, Wage Order
11 4-2001 and 7-2001; and

12 69. For such other and further relief as the Court may deem equitable and
13 appropriate.

14 Dated: August 14, 2025

LAWYERS *for* JUSTICE, PC

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16 By: 
17 Helene Mayer
18 *Attorneys for Plaintiff*
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