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6 EDGAR RIOS, on behalf  
of himself and all others similarly situated  
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT  
10

11 EDGAR RIOS, on behalf of himself and all  
others similarly situated,

12 Plaintiffs,

13  
14 v.

15 LOOMIS ARMORED US, LLC., a Texas  
16 limited liability company; and DOES 1  
through 100, Inclusive

17 Defendants.  
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19  
20  
21  
22  
23  
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CASE NO.: 23STCV13473

CLASS ACTION COMPLAINT FOR  
DAMAGES AND RESTITUTION

1. FAILURE TO PAY OVERTIME  
WAGES;
2. FAILURE TO PAY MINIMUM  
WAGE;
3. FAILURE TO PROVIDE MEAL  
PERIODS;
4. FAILURE TO PROVIDE REST  
PERIODS;
5. FAILURE TO PAY ALL WAGES  
UPON TERMINATION;
6. FAILURE TO PROVIDE  
ACCURATE WAGE  
STATEMENTS; and
7. UNFAIR COMPETITION;

DEMAND FOR JURY TRIAL

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COMES NOW plaintiff EDGAR RIOS (hereinafter “Mr. Rios” and/or “Plaintiff”) on behalf of himself and all others similarly situated, and alleges as follows:

## **GENERAL ALLEGATIONS**

### **INTRODUCTION**

1. This is a Class Action, pursuant to California Code of Civil Procedure §382, on behalf of Plaintiff and all other current and former similarly situated employees employed by or formerly employed by LOOMIS ARMORED US, LLC (“Loomis”), and any subsidiaries or affiliated companies (hereinafter collectively referred to as “Defendants”), within the State of California.

2. For at least four (4) years prior to the filing of this action and through to the present, Defendants on multiple occasions have had a pattern and practice of failing to pay wages for all time worked, including overtime wages, as a result of requiring Plaintiff and other California non-exempt employees to perform pre-shift and post-shift duties, including, but not limited to, undergoing COVID-19 temperature checks prior to clocking in for their work shifts and security bag searches after clocking out for the end of their work shifts.

3. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants on multiple occasions have had a pattern and practice of failing to provide Plaintiff and other similarly situated employees or former employees within the State of California a thirty (30) minute uninterrupted meal period for days on which the employees worked more than five (5) hours in a workday and a second thirty (30) minute uninterrupted meal periods for days on which the employees worked in excess of ten (10) hours in a work day, and failing to provide compensation at the regular rate of pay for such unprovided meal periods as required by California wage and hour laws.

4. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants on multiple occasions have had a pattern and practice of failing to provide Plaintiff and similarly situated employees or former employees within the State of California rest periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof and failing to provide compensation at the regular rate of pay for such unprovided rest periods as required by

1 California wage and hour laws.

2 5. For at least three (3) years prior to the filing of this action and continuing through  
3 the present, Defendants on multiple occasions have failed to pay Plaintiff and other similarly  
4 situated employees the full amount of their wages owed to them upon termination and/or  
5 resignation as required by Labor Code §§ 201 or 202.

6 6. For at least one (1) year prior to the filing of this action and continuing through the  
7 present, Defendants on multiple occasions have failed to issue Plaintiff and other similarly situated  
8 employees accurate wage statements as required by Labor Code § 226.

9 7. Plaintiff, on behalf of himself and all other similarly situated employees, brings this  
10 action pursuant to, including but not limited to, California Labor Code §§200, 201, 202, 203, 226,  
11 226.7, 510, 512, 1194, 1194.2, 1197, and 1197.1 and California Code of Regulations, Title 8,  
12 §11070, seeking unpaid overtime and minimum wages, premium wages for non-compliant meal  
13 and rest periods, civil penalties, and reasonable attorney's fees and costs.

14 8. Plaintiff, on behalf of himself and all other similarly situated employees, pursuant  
15 to California Business & Professions Code §§17200-17208 also seeks all monies owed but  
16 withheld and retained by Defendants to which Plaintiff and members of the Class are entitled.

17 **PARTIES**

18 **A. Plaintiff**

19 9. Venue as to each defendant is proper in this judicial district, pursuant to California  
20 Code of Civil Procedure §395. Defendants operate and do business in California, and each  
21 defendant is within the jurisdiction of this court for service of process purposes. The unlawful acts  
22 alleged herein have a direct effect on Plaintiff and those similarly situated within the State of  
23 California. Defendants employ numerous Class Members in the State of California.

24 10. Plaintiff, Mr. Rios, is a resident of the State of California. At all relevant  
25 times herein, he has been employed by Defendants as a non-exempt employee in California.

26 **B. Defendants**

27 11. Defendant, Loomis, a Texas limited liability company, operates a fleet of security  
28 armored trucks specializing in cash delivery and pick-up solutions to businesses within the State of

1 California. Defendant employed Plaintiff and similarly situated persons within the State of  
2 California.

3 12. The true names and capacities, whether individual, corporate, associate, or  
4 otherwise, of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to  
5 Plaintiff, who therefore sues defendants by such fictitious names under Code of Civil Procedure  
6 §474. Plaintiff is informed and believes, and based thereon alleges, that each of the defendants  
7 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to  
8 herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and  
9 capacities of the defendants designated hereinafter as DOES when such identities become known.

10 13. Plaintiff is informed and believes, and based thereon alleges, that each defendant  
11 acted in all respect pertinent to this action as the agent of the other defendant, carried out a joint  
12 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are  
13 legally attributable to the other defendants.

#### 14 FACTUAL BACKGROUND

15 14. Plaintiff and other similarly situated employees have not been paid wages, including  
16 overtime wages, for all time worked on multiple occasions, as a result of Defendants' pattern and  
17 practice of requiring Plaintiff and other non-exempt employees to perform pre-shift and post-shift  
18 duties without compensating them for this time worked.

19 15. Defendants on multiple occasions have had a pattern and practice of not  
20 compensating Plaintiff and other similarly situated employees wages for all time worked, including  
21 overtime wages, as a result of requiring Plaintiff and other non-exempt employees to wait in line  
22 for COVID-19 temperature screening prior to the start of their work shifts without compensating  
23 them for this work time. That is, Plaintiff and other non-exempt employees were required to wait in  
24 line and undergo temperature checks and screening for COVID-19 prior to the start of their work  
25 shifts. Plaintiff and other non-exempt employees could not use this time for their own purposes. As  
26 such, Defendants exercised sufficient control over Plaintiff and other non-exempt employees  
27 during these required temperature checks and screening and thus owe them wages for this time.

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1           16. Defendants on multiple occasions have had a pattern and practice of not  
2 compensating Plaintiff and other similarly situated employees in California for all time worked,  
3 including overtime wages, as a result of requiring Plaintiff and other non-exempt employees to  
4 undergo security bag searches off-the-clock after the end of their work shifts without compensating  
5 them for this time worked.

6           17. Defendants have had a pattern and practice of on multiple occasions failing to  
7 provide Plaintiff and other similarly situated employees or former employees within the State of  
8 California a thirty (30) minute uninterrupted meal period for days on which the employees worked  
9 more than five (5) hours in a workday and a second thirty (30) minute uninterrupted meal periods  
10 for days on which the employees worked in excess of ten (10) hours in a work day, and on multiple  
11 occasions failing to provide compensation at the regular rate of pay for such unprovided meal  
12 periods.

13           18. Defendants have had a pattern and practice of on multiple occasions failing to  
14 provide Plaintiff and similarly situated employees or former employees within the State of  
15 California rest periods of at least ten (10) minutes per four (4) hours worked or major fraction  
16 thereof and on multiple occasions failing to provide compensation at the regular rate of pay for  
17 such unprovided rest periods as required by California wage and hour laws.

18           19. Plaintiff and other similarly situated employees or former employees at all times  
19 pertinent hereto were not exempt from the overtime, meal break and rest break provisions of  
20 California law, and the implementing rules and regulations of the IWC California Wage Orders.

21           20. Defendants on multiple occasions have failed to comply with Labor Code §226(a)  
22 by not providing itemized wage statements accurately showing, including but not limited to, total  
23 hours worked during the pay period and pay due and owing for failure to pay wages as described  
24 herein.

25           21. At the time Plaintiff's employment and the employment of other former employees  
26 of Defendants ended, Defendants on multiple occasions willfully failed to pay all earned wages as  
27 described herein.

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1 **CLASS ACTION ALLEGATIONS**

2 22. Plaintiff brings this action on behalf of himself, and all others similarly situated,  
3 as a class action pursuant to California Code of Civil Procedure §382. Plaintiff seeks to represent  
4 five Classes composed of and defined as follows:

5 **Non-Exempt Employee Class**

6 All current and former employees of Defendants within the State of California at  
7 any time commencing four (4) years preceding the filing of Plaintiff's complaint up  
8 until the time that notice of the class action is provided to the class (collectively  
referred to as "Non-Exempt Employee Class").

9 **Meal Period Class**

10 All current and former employees of Defendants within the State of California at  
11 any time commencing four (4) years preceding the filing of Plaintiff's complaint up  
until the time that notice of the class action is provided to the class, who worked  
shifts of 5 hours or more (collectively referred to as "Meal Period Class").

12 **Rest Period Class**

13 All current and former employees of Defendants within the State of California at  
14 any time commencing four (4) years preceding the filing of Plaintiff's complaint up  
until the time that notice of the class action is provided to the class, who worked  
shifts of 4 hours or more (collectively referred to as "Rest Period Class").

15 **Late Pay Class**

16 All former employees of Defendants within the State of California at any time  
17 commencing three (3) years preceding the filing of Plaintiff's complaint up until the  
18 time that notice of the class action is provided to the class, who did not receive all  
their wages upon termination and or resignation of their employment (collectively  
referred to as "Late Pay Class").

19 **Wage Statement Class**

20 All current and former employees of Defendants within the State of California, to  
21 whom, at any time commencing one (1) year preceding the filing of Plaintiff's  
22 complaint up until the time that notice of the class action is provided to the class,  
were provided with wage statements (collectively referred to as "Wage Statement  
Class").

23  
24 23. Plaintiff reserves the right under California Rules of Court Rule 3.765(b), to amend  
25 or modify the class description with greater specificity or further division into subclasses or  
26 limitation to particular issues.

27 24. This action has been brought and may properly be maintained as a class action  
28 under the provisions of California Code of Civil Procedure §382 because there is a well-defined

1 community of interest in the litigation and the proposed Class is easily ascertainable.

2       **A.     Numerosity**

3       25.     The potential members of the Class as defined are so numerous that joinder of all  
4 the members of the Class is impracticable. While the precise number of Class Members has not  
5 been determined at this time, Plaintiff is informed and believes that there are over 100 Class  
6 Members employed by Defendants within the State of California.

7       26.     Accounting for employee turnover during the relevant periods necessarily increases  
8 this number. Plaintiff alleges Defendants' employment records would provide information as to the  
9 number and location of all Class Members. Joinder of all members of the proposed Class is not  
10 practicable.

11       **B.     Commonality**

12       27.     There are questions of law and fact common to Class Members. These common  
13 questions include, but are not limited to:

- 14               (1)     Did Defendants violate Labor Code §1194 by not compensating Class  
15                       Members overtime wages?
- 16               (2)     Did Defendants violate Labor Code §§ 1194 and 1197 by not paying Class  
17                       Members minimum wages for all hours worked?
- 18               (3)     Did Defendants violate Labor Code § 512 by not providing Class Members  
19                       with meal periods?
- 20               (4)     Did Defendants violate Labor Code § 226.7 by not providing Class Members  
21                       additional wages at the regular rate of pay for missed or interrupted meal  
22                       periods?
- 23               (5)     Did Defendants violate Labor Code §226.7 by not providing Class Members  
24                       additional wages at the regular rate of pay for missed rest periods?
- 25               (6)     Did Defendants violate Labor Code §§ 201 and 202 by failing to pay Class  
26                       Members upon termination or resignation all wages earned?
- 27               (7)     Are Defendants liable to Class Members for penalty wages under Labor  
28                       Code § 203?

1 (8) Did Defendants violate Labor Code § 226(a) by not furnishing Class  
2 Members with accurate wage statements?

3 (9) Did Defendants violate the Unfair Competition Law, Business and  
4 Professions Code §17200, *et seq.*, by its unlawful practices as alleged  
5 herein?

6 (10) Are Class Members entitled to restitution of penalty wages under Business  
7 and Professions Code § 17203?

8 (11) Are Class Members entitled to attorney's fees?

9 (12) Are Class Members entitled to interest?

10 **C. Typicality**

11 28. The claims of Plaintiff herein alleged are typical of those claims which could be  
12 alleged by any member of the classes, and the relief sought is typical of the relief which would be  
13 sought by each of the members of the classes in separate actions. Plaintiff and all members of the  
14 Classes sustained injuries and damages arising out of and caused by Defendants' common course of  
15 conduct in violation of laws and regulations that have the force and effect of law and statutes as  
16 alleged herein.

17 **D. Adequacy of Representation**

18 29. Plaintiff will fairly and adequately represent and protect the interests of the  
19 members of the Classes. Counsel who represents Plaintiff is competent and experienced in  
20 litigating wage and hour class actions.

21 **E. Superiority of Class Action**

22 30. A class action is superior to other available means for the fair and efficient  
23 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and  
24 questions of law and fact common to the Class predominate over any questions affecting only  
25 individual members of the Class. Each member of the Class has been damaged and is entitled to  
26 recovery by reason of Defendants' illegal pattern and practice of on multiple occasions failing to  
27 pay overtime wages, failing to pay minimum wages, failing to provide meal and rest breaks or  
28 compensation in lieu thereof, failing to provide accurate itemized wage statements and failing to

1 pay all wages due upon termination and/or resignation, as described herein.

2       31.     Class action treatment will allow those similarly situated persons to litigate their  
3 claims in the manner that is most efficient and economical for the parties and the judicial system.  
4 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this  
5 action that would preclude its maintenance as a class action.

6                                   **FIRST CAUSE OF ACTION**

7                                   **FAILURE TO PAY OVERTIME WAGES**

8                                   **(By Plaintiff and the Class Against All Defendants)**

9       32.     Plaintiff realleges and incorporates by reference all of the allegations contained in  
10 the preceding paragraphs of this Complaint as though fully set forth herein.

11       33.     At all times relevant to this complaint, California Labor Code §510 was in effect  
12 and provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours  
13 in one workday and any work in excess of forty hours in any one workweek . . . shall be  
14 compensated at the rate of no less than one and one-half times the regular rate of pay for an  
15 employee.”

16       36.     At all times herein mentioned, Plaintiff and Non-Exempt Employee Class worked  
17 for Defendants during shifts that consisted of more than eight hours in a work day and/or more than  
18 forty hours in a work week and were not paid overtime wages for all hours worked as a result of  
19 Defendants requiring Plaintiff and other non-exempt employees to perform pre-shift and post-shift  
20 duties, including but not limited to undergoing COVID-19 temperature checks prior to clocking in  
21 for their work shifts and security bag searches after clocking out for the end of their work shifts.

22       37.     Accordingly, by requiring Plaintiff and Non-Exempt Employee Class to work in  
23 excess of eight hours per day and/or forty hours per week and without properly compensating  
24 overtime wages, as described herein, Defendants willfully violated the provisions of Labor Code  
25 §1194.

26       38.     As a result of the unlawful acts of Defendants, Plaintiff and the Non-Exempt  
27 Employee Class have been deprived of overtime wages in an amounts to be determined at trial, and  
28 are entitled to recovery of such amounts, plus interest and penalties thereon, attorney’s fees, and

1 costs, pursuant to Labor Code §§1194 and 1199; Code of Civil Procedure §1021.5; and Civil Code  
2 §3287.

3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PAY MINIMUM WAGES**

5 **(By Plaintiff and the Class Against All Defendants)**

6 39. Plaintiff realleges and incorporates by reference all of the allegations contained in  
7 the preceding paragraphs of this Complaint as though fully set forth herein.

8 40. At all relevant times, Plaintiff and the members of the Non-Exempt Employee  
9 Class were employees of Defendants covered by Labor Code §1197 and applicable Wage Orders.

10 41. Pursuant to Labor Code §1197 and applicable Wage Orders, Plaintiff and the  
11 members of the Non-Exempt Employee Class were entitled to receive minimum wages for all hours  
12 worked.

13 42. At all times herein mentioned, to the extent that Plaintiff and Non-Exempt  
14 Employee Class worked for Defendants during shifts that were less than eight hours in a work day  
15 and/or less than forty hours in a work week, on multiple occasions these employees have not been  
16 paid minimum wage, as a result of Defendants' pattern and practice of requiring employees to  
17 undergo off-the-clock COVID-19 temperature screening and security bag searches without  
18 compensating them for this time worked.

19 43. Defendants' failure to pay Plaintiff and members of the Non-Exempt Employee  
20 Class minimum wages for all hours worked, as described herein, is in violation of Labor Code  
21 §1197 and applicable Wage Orders. As a result of Defendants' pattern and practice, Plaintiff and  
22 members of the Non-Exempt Employee Class have suffered damages in an amount, subject to  
23 proof, to the extent they were not paid minimum wages for all hours worked.

24 44. Pursuant to Labor Code §§ 1194 and 1194.2, Plaintiff and members of the Non-  
25 Exempt Employee Class are entitled to recover the full amount of unpaid minimum wages,  
26 prejudgment interest, liquidated damages, reasonable attorneys' fees, and costs of suit.

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1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PROVIDE MEAL PERIODS**

3 **(By Plaintiff and the Class Against All Defendants)**

4 45. Plaintiff realleges and incorporates by reference all of the allegations contained in  
5 the preceding paragraphs of this Complaint as though fully set forth herein.

6 46. Pursuant to Labor Code §512, no employer shall employ an employee for a work  
7 period of more than five (5) hours without a meal break of not less than thirty (30) minutes in which  
8 the employee is relieved of all of his or her duties. Furthermore no employer shall employ an  
9 employee for a work period of more than ten (10) hours per day without providing the employee  
10 with a second meal period of not less than thirty (30) minutes in which the employee is relieved of  
11 all of his or her duties. Plaintiff and other members of the Meal Period Class were on multiple  
12 occasions were not provided with requisite meal periods as contemplated under the law since  
13 employees would be prevented and discouraged by workplace interruptions which caused missed,  
14 short and late meal periods.

15 47. Pursuant to Labor Code §226.7, if an employer fails to provide an employee with a  
16 meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare  
17 Commission, the employer shall pay the employee one additional hour of pay at the employee's  
18 regular rate of compensation for each work day that the meal period or rest period is not provided.

19 48. By their failure on multiple occasions to provide Plaintiff and members of the Meal  
20 Period Class with the meal periods contemplated by California law, and failing to provide  
21 compensation for such unprovided meal periods at the regular rate of pay, as alleged above,  
22 Defendants willfully violated the provisions of Labor Code §512 and applicable Wage Orders.

23 49. As a result of Defendants' unlawful conduct, Plaintiffs and the other members of the  
24 Meal Period Class have suffered damages in an amount, subject to proof, to the extent they were not  
25 paid premium wages at the regular rate of pay, owed for missed meal periods.

26 50. Plaintiff and the other members of the Meal Period Class are entitled to recover the  
27 full amount of their unpaid additional premium pay for missed meal periods. Pursuant to Code of  
28 Civil Procedure §1021.5, Plaintiff and the other members of the Meal Period Class are entitled to

1 recover reasonable attorney's fees and costs of suit.

2       51. Pursuant to Civil Code § 3287(a), Plaintiff and other members of the Meal Period  
3 Class are entitled to recover prejudgment interest on the additional premium pay owed for missed  
4 meal periods.

5                                   **FOURTH CAUSE OF ACTION**

6                                   **FAILURE TO PROVIDE REST PERIODS**

7                                   **(By Plaintiff and the Class Against All Defendants)**

8       52. Plaintiff realleges and incorporates by reference all of the allegations contained in  
9 the preceding paragraphs of this Complaint as though fully set forth herein.

10       53. California law and applicable Wage Orders require that employers "authorize and  
11 permit" employees to take paid 10 minute rest periods in about the middle of each 4-hour work  
12 period "or major fraction thereof." Accordingly, employees who work shifts of 3 ½ to 6 hours must  
13 be provided 10 minutes of paid rest period, employees who work shifts of more than 6 and up to 10  
14 hours must be provided with 20 minutes of paid rest period, and employees who work shifts of  
15 more than 10 hours must be provided 30 minutes of paid rest period. Plaintiff and other members  
16 of the Rest Period Class on multiple occasions were not provided with requisite rest periods as  
17 contemplated under the law.

18       54. Pursuant to Labor Code §226.7, if an employer fails to provide an employee with a  
19 meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare  
20 Commission, the employer shall pay the employee one additional hour of pay at the employee's  
21 regular rate of compensation for each work day that the meal period or rest period is not provided.

22       55. By their failure on multiple occasions to provide Plaintiff and other members of the  
23 Rest Period Class with the rest periods contemplated by California law, and failing to provide  
24 compensation for such unprovided rest periods, as alleged above, Defendants willfully violated the  
25 provisions of Labor Code §226.7 and applicable Wage Orders.

26       56. As a result of Defendants' unlawful conduct Plaintiff and the other members of the  
27 Rest Period Class have suffered damages in an amount, subject to proof, to the extent they were not  
28 paid additional premium pay, at the regular rate of pay, owed for missed rest periods.

1           57. Plaintiff and the other members of the Rest Period Class are entitled to recover the  
2 full amount of their unpaid additional premium pay for missed rest periods. Pursuant to Code of  
3 Civil Procedure §1021.5, Plaintiff and the other members of the Rest Period Class are entitled to  
4 recover reasonable attorney's fees and costs of suit.

5           58. Pursuant to Civil Code § 3287(a), Plaintiff and other members of the Rest Period  
6 Class are entitled to recover prejudgment interest on the additional pay owed for missed rest  
7 periods.

8                                   **FIFTH CAUSE OF ACTION**

9                                   **FAILURE TO PAY ALL WAGES UPON TERMINATION**

10                                  **(By Plaintiff and the Class Against All Defendants)**

11           59. Plaintiff realleges and incorporates by reference all of the allegations contained in  
12 the preceding paragraphs of this Complaint as though fully set forth herein.

13           60. At all relevant times, Plaintiff and other members of the Late Pay Class were  
14 employees of Defendants covered by Labor Code §§ 201 and 202.

15           61. Pursuant to Labor Code §§ 201 or 202, Plaintiff and other members of the Late Pay  
16 Class were entitled upon termination to timely payment of all wages earned and unpaid prior to  
17 termination. Discharged employees were entitled to payment of all wages earned and unpaid prior  
18 to discharge immediately upon termination. Employees who resigned were entitled to payment of  
19 all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation  
20 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and  
21 unpaid at the time of resignation.

22           62. Defendants failed to pay Plaintiff and other members of the Late Pay Class all  
23 wages earned and unpaid prior to termination in accordance with Labor Code §§ 201 or 202.  
24 Plaintiff and other members of the Late Pay Class are informed and believe and thereon allege that  
25 within the applicable limitations period, Defendants on multiple occasions had a pattern and  
26 practice of not paying upon termination, the wages owed to them as a consequence of failing to pay  
27 non-exempt employees for earned wages, as described herein.

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1           71. Pursuant to Labor Code § 226(a), Plaintiff and the other members of the Wage  
2 Statement Class were entitled to receive, semi-monthly or at the time of each payment of wages, an  
3 accurate itemized statement showing gross wages earned, net wages earned, all applicable hourly  
4 rates in effect during the pay period and the corresponding number of hours worked at each hourly  
5 rate by the employee.

6           72. Defendants failed to provide Plaintiff and the other members of the Wage  
7 Statement Class accurate itemized wage statements in accordance with Labor Code § 226(a).

8           73. Plaintiff and the other members of the Wage Statement Class are informed and  
9 believe and thereon allege that at all relevant times, Defendants maintained and continue to  
10 maintain a policy and practice of issuing wage statements that do not accurately show, including  
11 but not limited to, all hours worked and all earned wages and pay due for all hours worked at  
12 applicable rates of pay. Defendants' practices resulted and continue to result in, the issuance of  
13 Wage Statements to Plaintiff and other members of the Class that do not comply with the  
14 itemization requirements.

15           74. Defendants' failure to provide Plaintiff and other members of the Wage Statement  
16 Class with accurate Wage Statements was knowing and intentional. Defendants had the ability to  
17 provide Plaintiff and the other members of the Wage Statement Class with accurate Wage  
18 Statements, but intentionally provided wage statements that Defendants knew were not accurate.

19           75. As a result of Defendants' unlawful conduct, Plaintiff and the other members of the  
20 Wage Statement Class have suffered injury. The absence of accurate information on their wage  
21 statements has delayed timely challenge to Defendants' unlawful pay practices, requires discovery  
22 and mathematical computations to determine the amount of wages owed, causes difficulty and  
23 expense in attempting to reconstruct time and pay records, and led to submission of inaccurate  
24 information about wages and amounts deducted from wages to state and federal government  
25 agencies.

26           76. Pursuant to Labor Code § 226(e) Plaintiff and other members of the Wage  
27 Statement Class are entitled to recover \$50 for the initial pay period during the period in which  
28 violation of Labor Code § 226 occurred and \$100 for each violation of Labor Code § 226 in a

1 subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee.

2       77. Pursuant to Labor Code § 226(e) and § 226(g), Plaintiff and the other members of  
3 the Wage Statement Class were entitled to recover the full amount of penalties due under Labor  
4 Code § 226(e) reasonable attorney's fees and costs of suit.

5                               **SEVENTH CAUSE OF ACTION**

6                               **UNFAIR COMPETITION**

7                               **(By Plaintiff and Class Members Against All Defendants)**

8       78. Plaintiff realleges and incorporates by reference all of the allegations contained in  
9 the preceding paragraphs of this Complaint as though fully set forth herein.

10       79. The unlawful conduct of Defendants alleged herein constitutes unfair competition  
11 within the meaning of Business & Professions Code § 17200. Due to their unlawful business  
12 practices in violation of the Labor Code, Defendants have gained a competitive advantage over  
13 other comparable companies doing business in the state of California that comply with their  
14 obligations to compensate employees in accordance with the Labor Code.

15       80. As a result of Defendants' unfair competition as alleged herein, Plaintiff and  
16 similarly situated Class Members have suffered injury in fact and lost money or property. Plaintiff  
17 and similarly situated Class Members have been deprived from not being compensated overtime  
18 wages, from not being compensated minimum wages, and from not being provided with meal and  
19 rest breaks or compensation in lieu thereof, as described herein.

20       81. Pursuant to Business & Professions Code § 17203, Plaintiff and similarly situated  
21 Class Members are entitled to restitution of all wages and other monies owed to them under the  
22 Labor Code, including interest thereon, in which they had a property interest which Defendants  
23 failed to pay them but withheld and retained for themselves. Restitution of the money owed to  
24 Plaintiff and similarly situated Class Members is necessary to prevent Defendants from becoming  
25 unjustly enriched by their failure to comply with the Labor Code.

26       82. Plaintiff and similarly situated Class Members are entitled to recover reasonable  
27 attorneys' fees in connection with their unfair competition claims pursuant to Code of Civil  
28 Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

1 PRAYER

2 WHEREFORE, on behalf of himself and all others similarly situated, Plaintiff prays for  
3 judgment against Defendants as follows:

4 A. An order certifying that Plaintiff may pursue his claims against Defendants as a  
5 class action on behalf of the Class Members;

6 B. An order appointing Plaintiff as Class representative and appointing Plaintiff's  
7 counsel as class counsel;

8 C. Penalties for inaccurate wage statements under Labor Code §226(e);

9 D. Damages for unpaid wages under Labor Code §§201 or 202;

10 E. Damages for unpaid penalty wages under Labor Code §203;

11 F. Damages for unpaid wages for missed meal periods under Labor Code §226.7;

12 G. Damages for unpaid wages for missed rest periods under Labor Code §226.7;

13 H. Damages for minimum wages;

14 I. Damages for premium wages;

15 J. Liquidated damages for unpaid minimum wages;

16 K. Damages for unpaid overtime wages under Labor Code §1194;

17 L. Restitution under Business and Professions Code §17203;

18 M. Pre-judgment interest;

19 N. Costs;

20 O. Reasonable attorney's fees; and

21 P. Such other and further relief as the Court deems just and proper

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23 DATED: June 12, 2023

THE NOURMAND LAW FIRM, APC

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By:



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Michael Nourmand, Esq.

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James A. De Sario, Esq.

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Ivan P. Medina

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Attorneys for Plaintiff