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Superior Court of California,
County of Alameda
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5 *Attorneys for Plaintiff JEREMY YEAGER, an individual and on behalf of*
6 *all others similarly situated,*

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **FOR THE COUNTY OF ALAMEDA**

9
10 **JEREMY YEAGER, an individual, and on**
11 **behalf of all others similarly situated,**

12 **Plaintiffs,**

13 **vs.**

14 **ALTAS TECHNICAL CONSULTANTS,**
LLC; and DOES 1 through 100, Inclusive,

15 **Defendants.**

CASE NO.: 23CV039836

CLASS ACTION COMPLAINT:

- (1) **FAILURE TO PAY ALL OVERTIME WAGES (LABOR CODE §§ 204, 510, 558, 1194, 1198);**
- (2) **MINIMUM WAGE VIOLATIONS (LABOR CODE §§ 1182.12, 1194, 1194.2, 1197);**
- (3) **MEAL PERIOD VIOLATIONS (LABOR CODE §§ 204, 210, 226.7, 512, 558);**
- (4) **REST PERIOD VIOLATIONS (LABOR CODE §§ 226.7, 516, 558);**
- (5) **WAGE STATEMENT VIOLATIONS (LABOR CODE § 226 et seq.);**
- (6) **WAITING TIME PENALTIES (LABOR CODE §§ 201-203);**
- (7) **UNFAIR COMPETITION (BUS & PROF CODE § 17200 et seq.); and**

DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE

25 Plaintiff JEREMY YEAGER ("Plaintiff") on behalf of himself and all others similarly
26 situated (hereinafter "Plaintiffs"), hereby bring this Class and Representative Action Complaint
27 against ALTAS TECHNICAL CONSULTANTS, LLC; and DOES 1 to 100, inclusive
28 (collectively "Defendants"), and on information and belief alleges as follows:

1 **JURISDICTION**

2 1. Plaintiffs, on behalf of themselves and all others similarly situated, hereby bring
3 this action for recovery of unpaid wages and penalties under California Business and Professions
4 Code § 17200 *et seq.*, Labor Code §§ 201-203, 204, 210, 226 *et seq.*, 226.7, 510, 512, 516, 558,
5 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804 and Industrial Welfare Commission Wage Order
6 16 (“Wage Order 16”), in addition to seeking declaratory relief and restitution. This action is
7 brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over
8 Defendants’ violations of the California Labor Code because the amount in controversy exceeds
9 this Court’s jurisdictional minimum.

10 **VENUE**

11 2. Venue is proper in this judicial district pursuant to California Code of Civil
12 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
13 occurred in Alameda County. Defendants own, maintain offices, transact business, have an agent
14 or agents within Alameda County, and/or otherwise are found within Alameda County, and
15 Defendants are within the jurisdiction of this Court for purposes of service of process.

16 **PARTIES**

17 3. Plaintiffs are individuals over the age of eighteen (18). At all relevant times herein,
18 Plaintiffs were and currently are California residents. During the four years immediately
19 preceding the filing of this action and within the statute of limitations periods applicable to each
20 cause of action pled herein, Plaintiffs were employed by Defendants as non-exempt employees.
21 Plaintiffs were, and are, victims of Defendants’ policies and/or practices complained of herein,
22 lost money and/or property, and were deprived of the rights guaranteed by Labor Code §§ 201-
23 203, 204, 210, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802,
24 2804, California Business and Professions Code § 17200 *et seq.* (“Unfair Competition Law”), and
25 Wage Order 16, which sets employment standards for the construction industry.

26 4. Plaintiffs are informed and believe, and based thereon allege, that during the four
27 years preceding the filing this action and continuing to the present, Defendants ALTAS
28 TECHNICAL CONSULTANTS, LLC did (and continue to do) business by providing

1 engineering, inspection, quality management, asset management, and related services to the
2 infrastructure industry, and employed Plaintiffs and other, similarly-situated non-exempt
3 employees within Alameda County and State of California and, therefore, were (and are) doing
4 business in Alameda County and the State of California.

5 5. Plaintiffs do not know the true names or capacities, whether individual, partner, or
6 corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
7 defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to
8 amend this action when such true names and capacities are discovered. Plaintiffs are informed,
9 and believe, and based thereon allege, that each of said fictitious defendants, whether individual,
10 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
11 and proximately caused Plaintiffs and the Classes (as defined in Paragraph 15) to be subject to
12 the unlawful employment practices, wrongs, injuries and damages complained of herein.

13 6. Plaintiffs are informed, and believe, and thereon allege, that at all times mentioned
14 herein, Defendants were and are the employers of Plaintiffs and all members of the Classes.

15 7. At all times herein mentioned, each of said Defendants participated in the doing
16 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
17 Defendants, and each of them, were the agents, servants, and employees of each and every one of
18 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
19 were acting within the course and scope of said agency and employment. Defendants, and each
20 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
21 omissions complained of herein.

22 8. At all times mentioned herein, Defendants, and each of them, were members of
23 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
24 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
25 Plaintiffs allege that all Defendants were joint employers for all purposes of Plaintiffs and all
26 members of the Classes.

27 **GENERAL FACTUAL ALLEGATIONS**

28 9. Plaintiff Jeremy Yeager ("Plaintiff" or "Yeager") worked for Defendants from

1 approximately April 2020 through November 2021. During his employment, Plaintiff worked as
2 a non-exempt employee for Defendants as an inspector at its Oakland, California location
3 (“worksite”). Plaintiff’s job duties and responsibilities included checking soil, asphalt and
4 concrete temperature, patching, checking water levels and monitoring concrete stability, as well
5 as other assigned tasks.

6 10. Plaintiffs were required to work shifts in excess of 8.0 hours regularly and on some
7 occasions. Plaintiffs were required to work off-the-clock before their scheduled shift to assist
8 other crew members and shift managers. Plaintiffs were also not provided with their statutorily
9 required meal break and were not provided their two (2) statutorily required rest breaks. If
10 Plaintiffs did take a break it was usually at the end of their shift after the fifth hour of the workday.

11 11. Defendants also utilized a timekeeping system which resulted in Plaintiffs not
12 being compensated for all hours actually worked, whether by rounding, time-shaving, or making
13 them work during their breaks or off-the-clock. Further, on occasions when Plaintiffs worked
14 over 8.0 hours in a workday and/or 40.0 hours in a workweek, Defendants’ policies/practices
15 deprived them of all overtime wages earned. Due to Defendants’ timekeeping practices that fail
16 to compensate for all hours worked, Plaintiffs and other non-exempt employees were not
17 compensated for all required minimum and overtime wages.

18 12. Plaintiffs were not provided all required meal periods due to Defendants’ meal
19 period policies/practices which fail to provide a timely 30-minute meal period (commencing
20 before the end of the fifth hour of work) as well as a second meal period for shifts in excess of
21 10.0 hours. Specifically, Defendants failed to schedule meal periods throughout the workday
22 Plaintiffs were prevented from taking 30-minute uninterrupted meal periods during the workday
23 in order to meet the Defendants’ restaurants demands. Plaintiffs were rarely provided an
24 opportunity to take meal or rest periods.

25 13. Plaintiffs were not authorized and permitted to take all required rest periods due
26 to Defendants’ rest period policies/practices, which upon information and belief, failed to
27 authorize and permit non-exempt employees to take rest periods for every four hours worked, or
28 major fraction thereof. Specifically, as described above, Defendants failed to schedule breaks

1 throughout the workday, Plaintiffs and non-exempt employees were actively discouraged from
2 taking breaks, and were rarely authorized and permitted to take 10-minute rest periods throughout
3 the day. On those occasions when Plaintiffs were not authorized and permitted to take all legally
4 compliant rest periods to which they were entitled, Defendants failed to compensate Plaintiffs
5 with the required rest period premium(s) for each workday there was a rest period violation as
6 mandated by Labor Code § 226.7. Upon information and belief, Defendants maintained no
7 mechanism for the payment of rest period premium payments as required by Labor Code § 226.7,
8 in the event that Defendants failed to authorize and permit all lawful rest periods to be taken.

9 14. As a result of Defendants' failure to pay all minimum wages, overtime wages, and
10 meal and rest period premium wages, Defendants also maintained inaccurate payroll records and
11 issued inaccurate wage statements to Plaintiffs and failed to pay all final wages owed to Plaintiffs
12 and other non-exempt employees upon their separation of employment.

13 **CLASS ACTION ALLEGATIONS**

14 15. **Class Definitions:** Plaintiffs bring this action on behalf of themselves and the
15 following Classes pursuant to § 382 of the Code of Civil Procedure:

- 16 a. The Overtime Class consists of consists of all Defendants' current and former non-
17 exempt employees in California who worked more than 8.0 hours per day and/or
18 40.0 hours per workweek and were subject to Defendants' timekeeping practices,
19 during the four years immediately preceding the filing of this action through the
20 present
- 21 b. The Minimum Wage Class consists of all of Defendants' current and former non-
22 exempt employees in California who were subject to Defendants' timekeeping
23 practices, during the four years immediately preceding the filing of this action
24 through the present.
- 25 c. The Meal Period Class consists of all Defendants' current and former non-exempt
26 employees in California who: (i) worked at least one shift in excess of 5.0 hours
27 without a recorded 30-minute meal period commencing before the end of the fifth
28 hour of work on their timekeeping/payroll records; and/or (ii) worked at least one

1 shift in excess of 10.0 hours without a recorded second 30-minute meal period
2 commencing before the end of the tenth hour of work on their timekeeping/payroll
3 records, during the four years immediately preceding the filing of this action
4 through the present.

5 d. The Rest Period Class consists of all Defendants' current and former non-exempt
6 employees in California who worked at least one shift in excess of 3.5 hours,
7 during the four years immediately preceding the filing of this action through the
8 present.

9 e. The Expense Reimbursement Class consists of all Defendants' current and former
10 non-exempt employees in California who used a personal cell phone and wireless
11 internet service for work-related purposes, during the four years immediately
12 preceding the filing of this action through the present.

13 f. The Wage Statement Class consists of all members of the Overtime Class,
14 Minimum Wage Class, Meal Period Class, Rest Period Class, during the one year
15 immediately preceding the filing of this action through the present.

16 g. The Waiting Time Class consists of all Defendants' formerly employed members
17 of the Overtime Class, Minimum Wage Class, Meal Period Class, and/or Rest
18 Period Class, who separated their employment, during the three years immediately
19 preceding the filing of this action through the present.

20 16. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
21 joinder of all members would be unfeasible and not practicable. The membership of the Classes
22 are unknown to Plaintiffs at this time; however, it is estimated that the members of the Classes
23 number greater than two hundred and fifty (250) individuals. The identity of such membership is
24 readily ascertainable via inspection of Defendants' employment records.

25 17. **Common Questions of Law and Fact Predominate/Well Defined Community**
26 **of Interest:** There are common questions of law and fact as to Plaintiffs and all other similarly
27 situated non-exempt employees, which predominate over questions affecting only individual
28 members including, without limitation to:

- i. Whether Defendants lawfully paid premium wages for all overtime hours worked to members of the Overtime Class pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198;
- ii. Whether Defendants lawfully paid all minimum wages for all hours worked to members of the Minimum Wage Class pursuant to Labor Code §§ 1182.12, 1194, 1194.2 and 1197;
- iii. Whether Defendants authorized and permitted all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- iv. Whether Defendants authorized and permitted all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- v. Whether Defendants provided meal or rest period premium payments for non-compliant meal and/or rest periods pursuant to Labor Code § 226.7;
- vi. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and
- vii. Whether Defendants paid all wages/compensation due upon separation to members of the Waiting Time Class pursuant to Labor Code §§ 201-203.

18. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform timekeeping, payroll, and reimbursement policies/practices as well as meal and rest period policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

19. **Typicality:** The claims of Plaintiffs are typical of the claims of the Classes because Plaintiffs were employed by Defendants as non-exempt employees in California during the statute(s) of limitations period applicable to each cause of action pled in the action. As alleged herein, Plaintiffs, like the members of the Classes, were not paid for all hours worked due to

1 Defendants' timekeeping policy/practice, were not provided all required meal periods, were not
2 authorized and permitted to take all required rest periods, did not receive meal and rest period
3 premium wages for missed or non-compliant meal and rest periods, were not reimbursed for all
4 necessary business expenses, and were not provided with compliant wage statements pursuant to
5 Labor Code § 226.

6 20. **Adequacy of Representation:** Plaintiffs are fully prepared to take all necessary
7 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
8 Plaintiffs' attorneys are ready, willing and able to fully and adequately represent the members of
9 the Classes and Plaintiffs. Plaintiffs' attorneys have prosecuted and defended numerous wage-
10 and-hour class actions in state and federal courts in the past and are committed to vigorously
11 prosecuting this action on behalf of the members of the Classes.

12 21. **Superiority:** The California Labor Code is broadly remedial in nature and serves
13 an important public interest in establishing minimum working conditions and standards in
14 California. These laws and labor standards protect the average working employee from
15 exploitation by employers who have the responsibility to follow the laws and who may seek to
16 take advantage of superior economic and bargaining power in setting onerous terms and
17 conditions of employment. The nature of this action and the format of laws available to Plaintiffs
18 and members of the Classes make the class action format a particularly efficient and appropriate
19 procedure to redress the violations alleged herein. If each employee were required to file an
20 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
21 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
22 their vastly superior financial and legal resources. Moreover, requiring each member of the
23 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
24 employees who would be disinclined to file an action against their former and/or current employer
25 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
26 employment. Further, the prosecution of separate actions by the individual class members, even
27 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
28 with respect to the individual class members against Defendants herein; and which would

1 establish potentially incompatible standards of conduct for Defendants; and/or legal
2 determinations with respect to individual class members which would, as a practical matter, be
3 dispositive of the interest of the other class members not parties to adjudications or which would
4 substantially impair or impede the ability of the class members to protect their interests. Further,
5 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
6 individual prosecution considering all of the concomitant costs and expenses attending thereto.
7 As such, the Classes identified in Paragraph 15 are maintainable as a Class under § 382 of the
8 Code of Civil Procedure.

9 **FIRST CAUSE OF ACTION**

10 **FAILURE TO PAY ALL OVERTIME WAGES**

11 **(AGAINST ALL DEFENDANTS)**

12 22. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

13 23. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
14 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
15 overtime hours worked and provide a private right of action for the failure to pay all overtime
16 compensation for overtime work performed.

17 24. At all times relevant herein, Defendants were required to properly pay Plaintiffs
18 and members of the Overtime Class for all overtime hours worked pursuant to California Labor
19 Code § 1194 and Wage Order 16. Wage Order 16, § 3 requires an employer to pay an employee
20 “one and one-half (1½) times the employee’s regular rate of pay” for work in excess of 8 hours
21 per workday and/or in excess of 40 hours of work in the workweek. Wage Order 16, § 3 also
22 requires an employer to pay an employee double the employee’s regular rate of pay for work in
23 excess of twelve hours each workday and/or for work in excess of 8 hours on the seventh
24 consecutive day of work in the workweek. Defendants caused Plaintiffs and other non-exempt
25 employees to work overtime hours but did not compensate Plaintiffs or members of the Overtime
26 Class at one and one-half times their regular rate of pay for such hours.

27 25. The foregoing policies and practices are unlawful and create entitlement to
28 recovery by Plaintiffs and the Overtime Class in a civil action for the unpaid amount of overtime

1 premiums owing, including interest thereon, statutory penalties, attorney's fees, and costs of suit
2 according to California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Order 16, and Code
3 of Civil Procedure § 1021.5.

4 **SECOND CAUSE OF ACTION**
5 **MINIMUM WAGE VIOLATIONS**
6 **(AGAINST ALL DEFENDANTS)**

7 26. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

8 27. Wage Order 16, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
9 right of employees to be paid minimum wages for all hours worked, in amounts set by state law.
10 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
11 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
12 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
13 wages and interest accrued thereon.

14 28. At all relevant times herein, Defendants failed to conform their pay practices to
15 the requirements of the law. This unlawful conduct includes Defendants' failure to pay Plaintiffs
16 and members of the Minimum Wage Class for all hours worked including, but not limited to, all
17 hours they were subject to the control of Defendants and/or suffered or permitted to work under
18 the California Labor Code and Wage Order 16.

19 29. California Labor Code § 1198 makes unlawful the employment of an employee
20 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide
21 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
22 those employees the unpaid balance of the unpaid wages as well as liquidated damages in an
23 amount equal to the wages due and interest thereon.

24 30. As a direct and proximate result of Defendants' unlawful conduct as alleged
25 herein, Plaintiffs and the Minimum Wage Class have sustained economic damages, including but
26 not limited to unpaid wages and lost interest, in an amount to be established at trial, and they are
27 entitled to recover economic and statutory damages and penalties and other appropriate relief as
28 a result of Defendants' violations of the California Labor Code and Wage Order 16.

1 31. Defendants' practice and uniform administration of corporate policy regarding
2 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiffs
3 and members of the Minimum Wage Class in a civil action for the unpaid amount of minimum
4 wages, liquidated damages, including interest thereon, statutory penalties, attorney's fees, and
5 costs of suit according to California Labor Code §§ 204, 558, 1194 *et seq.*, 1197, 1198, and Code
6 of Civil Procedure § 1021.5.

7 **THIRD CAUSE OF ACTION**

8 **MEAL PERIOD VIOLATIONS**

9 **(AGAINST ALL DEFENDANTS)**

10 32. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

11 33. Plaintiffs are informed and believe, and based thereon allege, that Defendants
12 failed in their affirmative obligation to provide all of their non-exempt employees in California,
13 including Plaintiffs and members of the Meal Period Class, with all legally compliant meal
14 periods in accordance with the mandates of the California Labor Code and Wage Order 16, § 10.
15 Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiffs and
16 members of the Meal Period Class at their respective regular rates of pay, in accordance with
17 California Labor Code §§ 204, 210, 226.7, and 512.

18 34. As a result, Defendants are responsible for paying premium compensation for meal
19 period violations pursuant to Labor Code §§ 226.7, 512, and 558, and Wage Order 16, including
20 interest thereon, statutory penalties, civil penalties, and costs of suit.

21
22 **FOURTH CAUSE OF ACTION**

23 **REST PERIOD VIOLATIONS**

24 **(AGAINST ALL DEFENDANTS)**

25 35. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

26 36. Wage Order 16, § 11 and Labor Code §§ 226.7 and 516 establish the right of
27 employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour
28 period worked, or major fraction thereof.

1 37. Due to Defendants' unlawful rest period policy and practices, Defendants did not
2 authorize and permit members of the Rest Period Class to take all rest periods to which they were
3 legally entitled. Despite Defendants' violations, Defendants have not paid an additional hour of
4 pay to Plaintiffs and the Rest Period Class at their respective regular rates of pay for each
5 violation, in accordance with California Labor Code § 226.7.

6 38. The foregoing violations create an entitlement to recovery by Plaintiffs and
7 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
8 owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according
9 to Labor Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

10 **FIFTH CAUSE OF ACTION**

11 **WAGE STATEMENT VIOLATIONS**

12 **(AGAINST ALL DEFENDANTS)**

13 39. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

14 40. Plaintiffs are informed and believe, and based thereon allege, that Defendants
15 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiffs
16 and members of the Wage Statement Class with complete and accurate wage statements with
17 respect to all hours worked, total gross wages earned, all rates of pay, total net wages earned, and
18 the legal name and address of their employer, in violation of Labor Code § 226 *et seq.*

19 41. Defendants' failures in furnishing Plaintiffs and members of the Wage Statement
20 Class with complete and accurate itemized wage statements resulted in actual injury, as said
21 failures led to, among other things, the non-payment of all overtime and minimum wages as well
22 as meal and rest period premium wages and deprived them of the information necessary to
23 identify the discrepancies in Defendants' reported data and whether they have been paid all wages
24 earned.

25 42. Defendants' failures create an entitlement to recovery by Plaintiffs and members
26 of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
27 Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and
28 costs of suit according to California Labor Code § 226 *et seq.*

1 ///

2 **SIXTH CAUSE OF ACTION**

3 **WAITING TIME PENALTIES**

4 **(AGAINST ALL DEFENDANTS)**

5 43. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

6 44. This cause of action is brought pursuant to Labor Code §§ 201-203 which require
7 an employer to pay all wages earned immediately at the time of separation of employment in the
8 event the employer discharges the employee, or if the employee provides at least 72 hours of
9 notice of his/her intent to quit. In the event the employee provides less than 72 hours of notice of
10 his/her intent to quit, said employee's wages become due and payable not later than 72 hours upon
11 said employee's last date of employment.

12 45. Plaintiffs are informed and believe, and based thereon allege, that Defendants
13 failed to timely pay Plaintiffs and members of the Waiting Time Class all final wages due to them
14 at the time of their separation which includes, among other things, unpaid overtime and minimum
15 wages, and meal and rest period premium wages. Further, Plaintiffs are informed and believe, and
16 based thereon allege, that as a matter of uniform policy and practice, Defendants continue to fail
17 to pay members of the Waiting Time Class all earned wages at the end of employment in a timely
18 manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all
19 final wages was willful within the meaning of Labor Code § 203.

20 46. Defendants' willful failure to timely pay Plaintiffs and the members of the Waiting
21 Time Class their earned wages upon separation from employment results in a continued payment
22 of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiffs and
23 members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203,
24 plus reasonable attorneys' fees and costs of suit.

25 **SEVENTH CAUSE OF ACTION**

26 **UNFAIR COMPETITION**

27 **(AGAINST ALL DEFENDANTS)**

28 47. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

1 48. Defendants have engaged and continue to engage in unfair and/or unlawful
2 business practices in California in violation of California Business and Professions Code § 17200
3 *et seq.* by, amongst other things: failing to pay Plaintiffs and the members of the Overtime Class
4 and Minimum Wage Classes all overtime and minimum wages for all hours worked in violation
5 of Labor Code §§ 204, 510, 558, 1182.12, 1194, 1194.2 and 1198; failing to provide Plaintiffs
6 and members of the Meal Period and Rest Period Classes all required meal and rest periods or
7 pay premium payments for non-compliant meal and rest periods in violation of Labor Code §§
8 226.7, 512 and 516; failing to reimburse Plaintiffs and members of the Expense Reimbursement
9 Class for all necessary business expenditures in violation of Labor Code § 2802 and 2804; failing
10 to furnish Plaintiffs and members of the Wage Statement Class with complete and accurate wage
11 statements with respect to all hours worked, total gross wages earned, total net wages earned in
12 violation of Labor Code §§ 226 *et seq.* and; failing to pay Plaintiffs and members of the Waiting
13 Time Class all earned wages at the time of their separation in violation of Labor Code §§ 201-
14 203.

15 49. Defendants' utilization of these unfair and/or unlawful business practices deprived
16 Plaintiffs and continues to deprive members of the Classes of compensation to which they are
17 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
18 over Defendants' competitors who have been and/or are currently employing workers and
19 attempting to do so in honest compliance with applicable wage and hour laws.

20 50. Because Plaintiffs are victims of Defendants' unfair and/or unlawful conduct
21 alleged herein, Plaintiffs for themselves and on behalf of the members of the Classes, seek full
22 restitution of monies, as necessary and according to proof, to restore any and all monies withheld,
23 acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203
24 and 17208.

25 51. The acts complained of herein occurred within the last four years immediately
26 preceding the filing this action.

27 52. Plaintiffs were compelled to retain the services of counsel to file this court action
28 to protect their interests and those of the Classes, to obtain restitution and injunctive relief on

1 behalf of Defendants' former and current non-exempt employees, and to enforce important rights
2 affecting the public interest. Plaintiffs have thereby incurred the financial burden of attorneys'
3 fees and costs, which they are entitled to recover under Code of Civil Procedure § 1021.5.

4 **PRAYER**

5 WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose
6 behalf this suit is brought against Defendants, as follows:

- 7 1. For an order certifying the proposed Classes;
- 8 2. For an order appointing Plaintiffs as representatives of the Classes;
- 9 3. For an order appointing Counsel for Plaintiffs as Counsel for the Classes;
- 10 4. Upon the First Cause of Action, for compensatory, consequential, general and
11 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 12 5. Upon the Second Cause of Action, for payment of minimum wages, liquidated
13 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2 and
14 1197;
- 15 6. Upon the Third Cause of Action, for compensatory, consequential, general and
16 special damages according to proof pursuant to Labor Code §§ 226.7, 512 and 558;
- 17 7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
18 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
- 19 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
20 226 *et. seq.*;
- 21 9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to
22 Labor Code §§ 201-203;
- 23 10. Upon the Seventh Cause of Action, for restitution to Plaintiffs and members of the
24 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
25 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et*
26 *seq.*;
- 27 11. Prejudgment interest on all due and unpaid wages pursuant to California Labor
28 Code § 218.6 and Civil Code §§ 3287 and 3289;

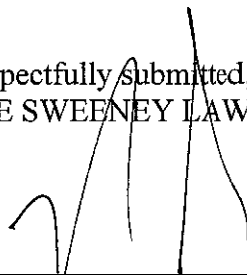
1 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code
2 §§ 226, and Code of Civil Procedure § 1021.5; and

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

4
5 Dated: August 2, 2023

Respectfully submitted,
THE SWEENEY LAW FIRM, APC

6
7
8 By:



Brandon J. Sweeney, Esq.
*Attorneys for Plaintiff JEREMY YEAGER, an
individual and on behalf of all others similarly
situated*

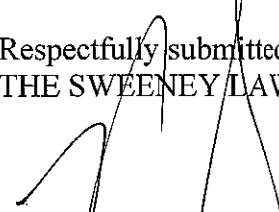
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14 **DEMAND FOR JURY TRIAL**

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16 Plaintiffs hereby demand a jury trial with respect to all issues triable by jury.

17
18 Dated: August 2, 2023

Respectfully submitted,
THE SWEENEY LAW FIRM, APC

19
20 By:



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