

03/12/2024

By: T. Crowther Deputy

D.LAW, INC.
Emil Davtyan (SBN 299363)
Emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
Roman Shkodnik (SBN 285152)
r.shkodnik@d.law
880 E Broadway
Glendale, CA 91205
Telephone: (818) 962-6465
Fax: (818) 962-6469

Attorneys for Plaintiffs GERIOLD LEVI and
CHRISTOPHER EDWARDS,
on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

GERIOLD LEVI, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

CHAMPION CLEANING SPECIALISTS,
INC., an Ohio Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. 23CV005492

CLASS ACTION

Assigned for All Purposes To:

Hon. Jill H. Talley

Dept.: 23

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime
Under Labor Code § 510;
3. Recovery of Reporting Time Pay;
4. Meal-Period Liability Under Labor Code §
226.7;
5. Rest-Break Liability Under Labor Code §
226.7;
6. Reimbursement of Necessary Expenditures
Under Labor Code § 2802;
7. Failure to Keep Required Payroll
Records Under Labor Code §§ 1174, and
1174.5;
8. Penalties Pursuant to Labor Code § 203; and
9. Violation of Business & Professions Code §
17200 et seq.

DEMAND FOR JURY TRIAL

Plaintiffs GERIOLD LEVI and CHRISTOPHER EDWARDS, (hereinafter “Plaintiffs”) on behalf of themselves and all others similarly situated (collectively, “Employees”; individually, “Employee”) complains of Defendants, and each of them, as follows:

INTRODUCTION

1. Plaintiffs bring this action on behalf of themselves and all current and former Employees within the State of California who, at any time four (4) years prior to the filing of this lawsuit, are or were employed as non-exempt, hourly employees by Defendants CHAMPION CLEANING SPECIALISTS, INC., an Ohio Corporation, and DOES 1 through 50 (all defendants being collectively referred to herein as “Defendants”). Plaintiffs allege that Defendants, and each of them, violated various provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission (IWC) and California Business & Professions Code, and seeks redress therefore.

2. Plaintiffs are residents of California and during the time period relevant to this Complaint were employed by Defendants as a non-exempt hourly employee within the State of California at Defendants' facilities and offices in California. Plaintiffs and the other Class members worked for Defendants in Sacramento County, and in other nonexempt positions, throughout California and, and consistently worked at Defendants' behest without being paid all wages due. More specifically, Plaintiffs and the other similarly situated Class members were employed by Defendants and worked at Defendants' offices and other facilities where the conduct giving rise to the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiffs were employed by Defendants and (1) shared similar job duties and responsibilities, (2) were subjected to the same policies and practices, and (3) endured similar violations at the hands of Defendants as the other Employee Class members who served in similar and related positions.

3. Defendants required Plaintiffs and the Employees in the Class to perform work while remaining under Defendants' control during their meal breaks and off the clock. Defendants further failed to accurately record time worked by Plaintiffs and the Employee Class members by rounding hours worked to the nearest quarter hour to their detriment. Defendants thus failed to pay

1 Plaintiffs and the Class members for all hours worked, and provided them with inaccurate wage
2 statements that prevented Plaintiffs and the Class from learning of these unlawful pay practices.
3 Defendants also failed to provide Plaintiffs and the Class with lawful meal and rest periods, as
4 employees were not provided with the opportunity to take timely, uninterrupted, and duty-free
5 meal and rest periods as required by the Labor Code.

6 THE PARTIES

7 A. The Plaintiffs

8 4. Plaintiff GERIOLD LEVI has resided in California and during the time period
9 relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within
10 the State of California.

11 5. Plaintiff CHRISTOPHER EDWARDS has resided in California and during the
12 time period relevant to this Complaint was employed by Defendants as a non-exempt hourly
13 employee within the State of California.

14 B. The Defendants

15 6. Defendant CHAMPION CLEANING SPECIALISTS, INC., an Ohio Corporation,
16 (“CCS”) is a Delaware limited liability company with its principle executive offices in Cincinnati,
17 Ohio, and has been listed as the employer on the wage statements issued to Plaintiffs during the
18 relevant time period. CCS lists an address in Cincinnati, Ohio with the California Secretary of
19 State, and employs Plaintiffs and the Employees in Sacramento County, including at Defendants’
20 offices and facilities throughout California and Defendants conduct business throughout
21 California.

22 7. The true names and capacities, whether individual, corporate, associate, or
23 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
24 unknown to Plaintiffs, who therefore sue these Defendants by such fictitious names under Code of
25 Civil Procedure § 474. Plaintiffs are informed and believe and thereon allege that Defendants
26 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
27 some manner for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend
28 this Complaint to reflect the true names and capacities of the Defendants designated herein as

Does 1 through 50 when their identities become known.

8. Plaintiffs are informed and believe and thereon allege that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all respects as the employers or joint employers of Employees. Defendants, and each of them, exercised control over the wages, hours or working conditions of Employees, or suffered or permitted Employees to work, or engaged, thereby creating a common law employment relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly employed Employees.

JURISDICTION AND VENUE

9. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and liabilities giving rise to this lawsuit occurred at least in part in Sacramento County and Defendants maintain and operate company offices and facilities in Sacramento County, and employ Plaintiffs and other Class members in Sacramento County and throughout California.

FACTUAL BACKGROUND

10. The Employees who comprise the Class and Collective, including Plaintiffs, are nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire Employees who work in nonexempt positions at the direction of Defendants in the State of California. Plaintiffs and the Class members were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically, Plaintiffs and Employees were not paid for the time that they worked “pre-shift” and “post-shift” without compensation by taking calls from supervisors before and after clocking out and time spent working while clocked out for meal breaks. Additionally, Defendants supervisors to monitor

1 the Employee Class members' time. The timekeeping system thus permitted Defendants to record
2 clock in and clock out times to the real-time minute. However, rather than paying Plaintiffs and
3 the Class members for all hours and minutes they actually worked, Defendants followed a uniform
4 policy and practice of rounding all time entries to the nearest quarter hour (i.e., to the nearest 15
5 minute time increment), and generally did so to the detriment of the Employees, and these
6 unlawfully rounded time entries were inputted into Defendants' payroll system from which wage
7 statements and payroll checks were created. Defendants did so with the ostensible intent of paying
8 Class members only for the hours they were scheduled to work, rather than the hours they were
9 actually under Defendants' control. Plaintiffs contend this policy is not neutral and results, over
10 time, to the detriment of the Class members by systematically undercompensating them. Plaintiffs
11 also contends that Defendants failed to pay Plaintiffs and the Class members all wages due and
12 owing, including by failing to provide sufficient compensation for on-call time, and failing to
13 provide meal and rest breaks, all in violation of various provisions of the California Labor Code
14 and applicable Wage Orders.

15 11. During the course of Plaintiffs and the Class members' employment with
16 Defendants, they were not paid all wages they were owed, including for all work performed and
17 for all overtime hours worked and were forced to work during their meal and rest breaks to keep
18 labor budgets low.

19 12. Defendants also failed to pay Class Members all wages due and owing because
20 Defendants failed to pay for on-call or standby time. Specifically, Defendants would contact
21 Plaintiff and inform her that she was needed at work. Plaintiff then had to report to work and was
22 not paid on-call or standby pay time. Upon information and belief, Class Members were also
23 required to be on-call and were not compensated for on-call or standby pay.

24 13. Defendants had also either failed to maintain timekeeping records for Plaintiffs
25 that would permit them to discover the nature and extent of Defendants' unlawful rounding or has
26 refused to produce them to Plaintiffs in response to him timely request to be provided with them.

27 14. As a matter of uniform Company policy, Plaintiffs and the Class members were
28 required to work during their meal and rest breaks which were not compensated by Defendants in

1 violation of the California Labor Code. Plaintiffs and the Class members were also not paid
2 regular wages and overtime for the time they were required to comply with other requirements
3 imposed upon them, which they had to complete while working through their meal and rest
4 breaks and without compensation. As a result, Plaintiffs and the Class members worked shifts
5 over eight (8) hours in a day and over forty (40) hours in a work week, but they were not paid at
6 the appropriate overtime rate for all such hours, including by being required to perform work
7 duties and tasks without pay and while off-the-clock and due to Defendants' unlawful rounding.
8 As a result, Plaintiffs and the Class members worked substantial overtime hours during their
9 employment with Defendants for which they were not compensated, in violation of the California
10 Labor Code, applicable IWC Wage Orders.

11 15. As a result of the above described unlawful rounding, the daily work demands and
12 pressures to work through breaks, and the other wage violations they endured at Defendants'
13 hands, Plaintiffs and the Class members were not properly paid for all wages earned and for all
14 wages owed to them by Defendants, including when working more than eight (8) hours in any
15 given day and/or more than forty (40) hours in any given week. As a result of Defendants'
16 unlawful policies and practices, Plaintiffs and Class members incurred overtime hours worked for
17 which they were not adequately and completely compensated. To the extent applicable,
18 Defendants also failed to pay Plaintiffs and the Class members at an overtime rate of 1.5 times the
19 regular rate for the first eight hours of the seventh consecutive work day in a week and overtime
20 payments at the rate of 2 times the regular rate for hours worked over eight (8) on the seventh
21 consecutive work day, as required under the Labor Code, applicable IWC Wage Orders.

22 16. Therefore, from at least four (4) years prior to the filing of this lawsuit and
23 continuing to the present, Defendants had a consistent policy or practice of failing to pay
24 Employees for all hours worked, and failing to pay minimum wage for all time worked as required
25 by California Law.

26 17. Additionally from at least four (4) years prior to the filing of this lawsuit and
27 continuing to the present, Defendants had a consistent policy or practice of failing to pay
28 Employees overtime compensation at premium overtime rates for all hours worked in excess of

1 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
2 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
3 sections of IWC Wage Orders.

4 18. Additionally from at least four (4) years prior to the filing of this lawsuit and
5 continuing to the present, Defendants have regularly required Employees to work shifts in excess
6 of five (5) hours without providing them with uninterrupted meal periods of not less than thirty
7 (30) minutes and shifts in excess of ten (10) hours without providing them with second meal
8 periods of not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one
9 hour of wages at each Employee’s effective regular rate of pay, for each meal period that
10 Defendants failed to provide or deficiently provided.

11 19. From at least four (4) years prior to the filing of this lawsuit and continuing to the
12 present, Defendants have consistently failed to provide Employees with paid rest breaks of not less
13 than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did
14 Defendant pay Employees premium pay for each day on which requisite rest breaks were not
15 provided or were deficiently provided at one hour of wages at each Employee’s effective regular
16 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.

17 20. From at least four (4) years prior to the filing of this lawsuit and continuing to the
18 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
19 performance of their job duties for Defendants including, but not limited to, cell phone usage,
20 protective gear such as hard hats, vests, and boots, cleaning of protective gear, glue, tape, and
21 piping items which were necessary to perform their duties under Defendants’ employ in violation
22 of Labor Code § 2802.

23 21. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
24 to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to
25 Employees at the time of their termination of within seventy-two (72) hours of their resignation, as
26 required by California wage-and-hour laws.

27 22. Moreover, Defendants required Plaintiffs and Aggrieved Employees to sign
28 employment contracts with provisions that are prohibited by law. Labor Code § 432.5 states “no

1 employer, or agent, or manager, superintendent, or officer thereof, shall require any employee or
2 applicant for employment to agree, in writing, to any term or condition which is known by such
3 employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.”
4 Additionally, Defendants violated Labor Code § 925 which states “an employer shall not require
5 an employee who primarily resides and works in California, as a condition of employment, to
6 agree to a provision that would do either of the following: (1) require the employee to adjudicate
7 outside of California a claim arising in California or (2) deprive the employee of the substantive
8 protection of California law with respect to a controversy arising in California.” Here, Defendants
9 required Aggrieved Employees to sign meal breaks waivers that prevented Aggrieved Employee
10 from separately waiving the first or second meal breaks. Also, the meal break waivers failed to
11 contain the language that the waiver could be revoked by Aggrieved Employees “at any time.”
12 The meal break waivers, as described above, that Plaintiffs and all Aggrieved Employees were
13 required to sign as a condition of employment, explicitly violate several provisions of California
14 law and public policy. As a result of the acts alleged above, Plaintiffs seek penalties under Labor
15 Code § 2699, *et seq.* because of Defendants’ violation of Labor Code §§ 432.5 and 925.

16 23. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
17 Code §§ 201, 202, 203, 204, 210, 226.7, 432.5, 510, 512, 558, 558.1, 925, 1174, 1174.5, 1182.12,
18 1185, 1194, 1194.2, 1197, 1198, 1199, and 2802.

19 24. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
20 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
21 enjoyed from their violations of Labor Code.

22 CLASS ALLEGATIONS

23 25. Plaintiffs bring this class action on behalf of themselves and all others similarly
24 situated pursuant to Code of Civil Procedure § 382. Plaintiffs seek to represent a class defined as
25 follows: all individuals employed by Defendants, at any time within four (4) years of the filing of
26 this lawsuit, and have been employed by Defendants within the State of California.

27 26. Further, plaintiffs seek to represent the following Subclasses composed of and
28 defined as follows:

1 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
2 compensated for all hours worked for Defendants at the applicable minimum wage.

3 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
4 compensated for all hours worked for Defendants at the required rates of pay, including for all
5 hours worked in excess of eight in a day and/or forty in a week.

6 c. Subclass 3. Recovery of Reporting Time Pay. All Class members who were subject
7 to Defendants' policy and/or practice of not compensating reporting time pay.

8 d. Subclass 4. Meal Period Subclass. All Class members who were subject to
9 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
10 free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

11 e. Subclass 5. Rest Break Subclass. All Class members who were subject to
12 Defendants' policy and/or practice of failing to authorize and permit Employees to take
13 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
14 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

15 f. Subclass 6. Payroll Records Subclass. All Class members who were subject to
16 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
17 by California wage-and-hour laws.

18 g. Subclass 7. Failure to Reimburse for Necessary Business Expenditures Subclass.
19 All Class members who were subject to Defendants failing to reimburse for expenses necessarily
20 incurred in the performance of Employees job duties for Defendants which were necessary to
21 perform their duties under Defendants' employ.

22 h. Subclass 8. Termination Pay Subclass. All Class members who, within the
23 applicable limitations period, either voluntarily or involuntarily separated from their employment
24 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
25 termination.

26 i. Subclass 9. UCL Subclass. All Class members who are owed restitution as a
27 result of Defendants' business acts and practices, to the extent such acts and practices are found to
28 be unlawful, deceptive, and/or unfair.

1 27. Plaintiffs reserve the right under California Rule of Court 3.765 to amend or
2 modify the class description with greater particularity or further division into subclasses or
3 limitation to particular issues.

4 28. This action has been brought and may properly be maintained as a class action
5 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
6 of interest in litigation and proposed class is easily ascertainable.

7 **A. Numerosity**

8 29. The potential members of the class as defined are so numerous that joinder of all
9 the member of the class is impracticable. While the precise number of class member has not been
10 determined at this time, Plaintiffs are informed and believe that Defendants employ or, during the
11 time period relevant to this lawsuit, employed more than 100 individuals were employed by
12 Defendant's within the State of California.

13 30. Accounting for employee turnover during the relevant time period increases this
14 number substantially. Plaintiffs allege that Defendants' employment records will provide
15 information as to the number and location of all class members.

16 **B. Commonality**

17 31. There are questions of law and fact common to the class that predominate over any
18 questions affecting only individual class members. These common questions of law and fact
19 include:

- 20 a. Whether Defendants failed to pay Employees minimum wages;
- 21 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 22 c. Whether Defendants failed to pay Employees overtime as required under Labor
23 Code § 510;
- 24 d. Whether Defendants failed to pay Employees reporting time pay;
- 25 e. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
26 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
27 premium pay in lieu thereof;
- 28 f. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage

Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;

g. Whether Defendants violated Labor Code §§ 1174 and 1174.5;

h. Whether Defendants failed to reimburse Employees for necessary business expenses;

i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;

j. Whether Defendants violated Business and Professions Code § 17200 et seq.; and

k. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 et seq.; and

C. Typicality

32. The claims of the named plaintiffs are typical of those of the other Employees. Employees all sustained injuries and damages arising out of and caused by Defendant's common course of conducts in violation of statutes, as well as regulations that have the force and effect of law, as alleged herein.

D. Adequacy of Representation

33. Plaintiffs will fairly and adequately represent and protect the interest of Employees. Counsel who represents Employees are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

34. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Employees is not practicable, and questions of law and fact common to all Employees predominate over any questions affecting only individual Employees. Each Employee has been damaged and is entitled to recovery by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

35. Class action treatment will allow those persons similarly situated to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiffs are unaware of any difficulties in managing this case that should preclude class action.

FIRST CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(Against All Defendants)

36. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

37. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of misstating Employees time records and failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with working during meal breaks, regarding rounding of timekeeping entries, worked “pre-shift” and “post-shift” without compensation by taking calls from supervisors before and after clocking out. Additionally, Defendants had a consistent policy of failing to pay Employees for hours worked during alleged meal periods for which Employees were consistently denied, as also addressed herein. Further, Plaintiff and Employees were required to be on-call while off the clock. Defendants, and each of them, have also intentionally and improperly rounded, changed, adjusted and/or modified Employee hours, while benefiting Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Plaintiffs and the Class members, including by unlawful rounding to their detriment. Moreover, Defendants did not pay Plaintiffs and Employees at the applicable minimum wage for all hours worked. Defendants’ uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiffs and the other members of the Class as to minimum wage pay.

38. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states:

The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.

1 39. The applicable minimum wages fixed by the commission for work during the
2 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
3 therefore entitled to double the minimum wage during the relevant period.

4 40. The minimum wage provisions of California Labor Code are enforceable by private
5 civil action pursuant to California Labor Code § 1194(a) which states:

6 Notwithstanding any agreement to work for a lesser wage, any
7 employee receiving less than the legal minimum wage or the legal
8 overtime compensation applicable to the employee is entitled to
9 recover in a civil action the unpaid balance of the full amount of
this minimum wage or overtime compensation, including interest
thereon, reasonable attorney's fees and costs of suit.

10 41. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
11 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

12 42. California Labor Code § 1194.2 also provides for the following remedies:

13 In any action under Section 1194 . . . to recover wages because of
14 the payment of a wage less than the minimum wages fixed by an
15 order of the commission, an employee shall be entitled to recover
liquidated damages in an amount equal to the wages unlawfully
unpaid and interest thereon.

16 43. Defendants have the ability to pay minimum wages for all time worked and have
17 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
18 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

19 44. Wherefore, Employees are entitled to recover the unpaid minimum wages
20 (including double minimum wages), liquidated damages in an amount equal to the minimum
21 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant
22 to California Labor Code § 1194(a).

23 **SECOND CAUSE OF ACTION**

24 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

25 **(Against All Defendants)**

26 45. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
27 full herein.

28 46. By their conduct, as set forth herein, Defendants violated California Labor Code §

1 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
2 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
3 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
4 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
5 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
6 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
7 paying Employees wages for all hours worked including time off the clock working “pre-shift”
8 and “post-shift” without compensation by taking calls from supervisors before and after clocking
9 out and the uncompensated time included the time Employees worked off-the-clock during meal
10 periods. Defendants also consistently improperly rounded down, changed, adjusted Employees
11 time records, paid Employees less than their time records showed as demonstrated by
12 Employees’ paystubs which reveal little variance between the hours worked by employees on a
13 daily basis.

14 47. Employees regularly worked over 8 hours on a given day without receiving
15 overtime compensation.

16 48. Defendants’ failure to pay compensation in a timely fashion also constituted a
17 violation of California Labor Code § 204, which requires that all wages shall be paid
18 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
19 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
20 and overtime compensation earned by Employees. Each such failure to make a timely payment of
21 compensation to Employees constitutes a separate violation of California Labor Code § 204.

22 49. Employees have been damaged by these violations of California Labor Code §§
23 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

24 50. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
25 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
26 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
27 reasonable attorneys’ fees and costs.

28 ///

THIRD CAUSE OF ACTION
RECOVERY OF REPORTING TIME PAY
(Against All Defendants)

51. Plaintiff Edwards re-alleges and incorporate all preceding paragraphs, as though set forth in full herein.

52. The IWC Wage Orders, require that reporting time pay be provided to any employee who is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work.

53. Plaintiff Edwards is informed and believes and thereon alleges that all or substantially all of Defendants' hourly paid employees are subject to Defendants' policies and practices requiring them to call in or otherwise show up to work but not being paid half said Employees' usual or scheduled day's work.

54. Therefore, Employees are owed the unpaid balance of said wages pursuant to the Wage order according to proof at trial, Interest pursuant to Labor Code §§ 218.6 and 1194(a), Civil Code §§ 3287 and § 3289, and reasonable attorneys' fees and costs and/or penalties pursuant to Labor Code § 558(a).

FOURTH CAUSE OF ACTION
MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7
(Against All Defendants)

55. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

56. Employees regularly worked shifts greater than five (5) hours and greater than ten (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of more than five (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second meal period of not less than thirty (30) minutes.

57. Defendants failed to provide Employees with meal periods as required under the Labor Code. Employees were consistently required to work through their meal periods which they

1 were consistently denied. Employees were also required to take meal periods after working well
2 beyond the five (5) hour shifts. Furthermore, Employees were regularly required to work for more
3 than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute meal
4 period as required by law.

5 58. Moreover, Defendants failed to compensate Employees for each meal period not
6 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
7 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
8 employee a meal period in accordance with this section, the employer shall pay the employee one
9 hour of pay at the employee's regular rate of compensation for each workday that the meal period
10 is not provided. Defendants failed to compensate the Employees in the Class for each meal period
11 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11
12 and 20 of the applicable IWC Wage Order.

13 59. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
14 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
15 period not provided or deficiently provided, a sum to be proven at trial.

16 **FIFTH CAUSE OF ACTION**

17 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

18 **(Against All Defendants)**

19 60. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
20 full herein.

21 61. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
22 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
23 not less than ten (10) minutes for each consecutive four (4) hour shift.

24 62. Defendants failed to provide Employees with timely rest breaks of not less than ten
25 (10) minutes for each consecutive four (4) hour shift.

26 63. Moreover, Defendants failed to compensate Employees for each rest period not
27 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
28 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in

1 accordance with this section, the employer shall pay the employee one hour of pay at the
2 employee's regular rate of compensation for each workday that the rest period is not provided.
3 Defendants failed to compensate the Employees in the Class for each rest period not provided or
4 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
5 Order.

6 64. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
7 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
8 worked without the required rest breaks, a sum to be proven at trial.

9 **SIXTH CAUSE OF ACTION**
10 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**
11 **IN VIOLATION OF LABOR CODE § 2802**
12 **(Against All Defendants)**

13 65. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
14 full herein.

15 66. Under Labor Code § 2802(a) an employer must indemnify its employees for all
16 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
17 of his or her duties, or of his or her obedience to the directions of the employer.

18 67. Employees incurred necessary expenditures in the performance of their job duties
19 for Defendants, namely the cost of cell phone usage, protective gear such as hard hats, vests, and
20 boots, cleaning of protective gear, glue, tape, and piping items, which were necessary to perform
21 their duties under Defendants' employ. From four (4) years prior to the original filing of this
22 lawsuit and continuing to the present, Defendants consistently failed to reimburse Employees for
23 these necessarily incurred business expenses.

24 68. As a result of the unlawful acts of Defendants, Employees have been deprived of
25 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
26 plus interest and penalties thereon, attorneys' fees, and costs.

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SEVENTH CAUSE OF ACTION
FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174
and 1174.5
(Against All Defendants)

69. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

70. California Labor Code § 1174 requires that all employers shall keep accurate time and wage records for all employees. California Labor Code § 1174.5 further requires that any employee suffering injury due to a willful violation of the aforementioned obligations may seek damages, including civil penalties, from the employer.

71. During the course of Plaintiffs' and Employees' employment, Defendants consistently failed to maintain accurate time and wage records for Plaintiffs and Employees as required by California Labor Code § 1174 by failing to pay Plaintiffs and Employees proper wages, overtime, and premium pay as discussed above.

72. Defendants are also required by the California Labor Code § 1198 and the applicable Wage Order to maintain a tracking system that accurately records the times at which Employees works.

73. Defendants have maintained a common unlawful policy and practice of failing to accurately record meal breaks. At all times relevant hereto, Defendants had maintained an unlawful uniform policy and practice of editing the time records entered by its Employees to change the actual meal break times recorded by the employee, in order to make it appear as though Defendants' Employees took timely and compliant meal breaks.

74. Defendants' failure to pay wages, as alleged above, was willful in that Defendants knew wages to be due but failed to pay them.

75. Accordingly, Defendants are liable for civil penalties pursuant to the California Labor Code including §§ 1174.5. for the three (3) years prior to the filing of this Complaint.

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EIGHTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

76. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

77. Numerous Employees are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom.

78. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two (72) hours of resignation.

79. The wages withheld from these Employees by Defendants remained due and owing for more than thirty (30) days from the date of separation of employment.

80. Defendants' failure to pay wages, as alleged above, was willful in that Defendants knew wages to be due but failed to pay them; this violation entitles these Employees to penalties under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

NINTH CAUSE OF ACTION
VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.
(Against All Defendants)

81. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

82. Plaintiffs, on behalf of themselves, Employees, and the general public, brings this claim pursuant to Business & Professions Code § 17200 et seq. The conduct of Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the general public. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

83. Plaintiffs are "person[s]" within the meaning of Business & Professions Code § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

1 84. Business & Professions Code § 17200 et seq. prohibits unlawful and unfair
2 business practices.

3 85. Wage-and-hour laws express fundamental public policies. Paying employees their
4 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
5 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
6 to enforce minimum labor standards, to ensure that employees are not required or permitted to
7 work under substandard and unlawful conditions, and to protect law-abiding employers and their
8 employees from competitors who lower costs to themselves by failing to comply with minimum
9 labor standards.

10 86. Defendants have violated statutes and public policies. Through the conduct alleged
11 in this Complaint Defendants have acted contrary to these public policies, have violated specific
12 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
13 violation of Business & Professions Code § 17200 et seq.; which conduct has deprived Plaintiffs,
14 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
15 guaranteed to all employees under the law.

16 87. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
17 violation of the Business & Professions Code § 17200 et seq.

18 88. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
19 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable
20 care should have known that their conduct was unlawful; therefore their conduct violates the
21 Business & Professions Code § 17200 et seq.

22 89. As a proximate result of the above-mentioned acts of Defendants, Employees have
23 been damaged, in a sum to be proven at trial.

24 90. Unless restrained by this Court Defendants will continue to engage in such
25 unlawful conduct as alleged above. Pursuant to the Business & Professions Code this Court should
26 make such orders or judgments, including the appointment of a receiver, as may be necessary to
27 prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice
28 prohibited by the Business & Professions Code, including but not limited to the disgorgement of

1 such profits as may be necessary to restore Employees to the money Defendants have unlawfully
2 failed to pay.

3 **RELIEF REQUESTED**

4 WHEREFORE, Plaintiffs pray for the following relief:

- 5 1. For an order certifying this action as a class action;
- 6 2. For compensatory damages in the amount of the unpaid minimum wages for work
7 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
8 the filing of this action, as may be proven;
- 9 3. For liquidated damages in the amount equal to the unpaid minimum wage and
10 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 11 4. For compensatory damages in the amount of the hourly wage made by Employees
12 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
13 years prior to the filing of this action, as may be proven;
- 14 5. For compensatory damages in the amount of the hourly wage made by Employees
15 for each day requisite rest breaks were not provided or were deficiently provided where no
16 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
17 be proven;
- 18 6. For recovery of the unpaid balance of the full amount of the reporting time pay due
19 pursuant to the applicable Wage Order as may be proven;
- 20 7. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
21 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 22 8. For penalties pursuant to Labor Code § 1174.5, as may be proven;
- 23 9. For restitution for unfair competition pursuant to Business & Professions Code
24 § 17200 et seq., including disgorgement or profits, as may be proven;
- 25 10. For compensatory damages in the amount of all previously unreimbursed business
26 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
27 from four (4) years prior to the original filing of this action, as may be proven;
- 28 11. For an order enjoining Defendants and their agents, servants, and employees, and

1 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
2 duties adumbrated in this Complaint;

3 12. For all general, special, and incidental damages as may be proven;

4 13. For an award of pre-judgment and post-judgment interest;

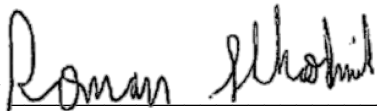
5 14. For an award providing for the payment of the costs of this suit;

6 15. For an award of attorneys' fees; and

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

8
9 DATED: March 12, 2024

D.LAW, INC.

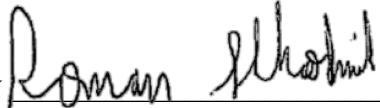
10
11 By 
12 David Yeremian
13 Roman Shkodnik
14 Attorneys for Plaintiffs
15 GERIOLD LEVI and CHRISTOPHER
16 EDWARDS and the putative class
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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand trial of his claims by jury to the extent authorized by law.

DATED: March 12, 2024

D.LAW. INC.

By 

David Yeremian
Roman Shkodnik
Attorneys for Plaintiffs
GERIOLD LEVI
and CHRISTOPHER
EDWARDS and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 880 E Broadway, Glendale, CA 91205

Christina Q. Cross
ccross@brickergraydon.com
BRICKER GRAYDON LLP
 100 South Third Street
 Columbus, OH 43215

[X] (ONLY BY ELECTRONIC TRANSMISSION) I electronically served the foregoing document in PDF format. I caused a true copy of the foregoing document(s) listed above to be served by electronic email transmission at the time shown on each transmission, to each interested party at the email address(es) shown above. Each transmission was reported as complete and without error.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Natalia Bermudes