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 Superior Court of California
 County of Los Angeles

05/14/2025

David W. Slybo, Executive Officer / Clerk of Court

By: A. Williams Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

EDGARDO MARQUINA, MARVIN LOUKA,
 ULISES URIBE and JULIAN DOMINGO,
 individuals, on behalf of themselves, and on
 behalf of all persons similarly situated,

Plaintiffs,

vs.

AT&T MOBILITY SERVICES LLC, a Limited
 Liability Company; and DOES 1 through 50,
 inclusive,

Defendants.

Case No. 23STCV24512

**SECOND AMENDED CLASS ACTION
 COMPLAINT FOR:**

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
3. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE § 510;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
7. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
8. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
9. FAILURE TO PAY SICK PAY WAGES IN VIOLATION OF CAL. LAB. CODE §§ 201-203, 233, 246; and
10. VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT [LABOR CODE §§ 2698, *et seq.*].

DEMAND FOR A JURY TRIAL

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Edgardo Marquina, Marvin Louka, Ulises Uribe and Julian Domingo (“PLAINTIFFS”), individuals, on behalf of themselves and all other similarly situated current and former employees allege on information and belief, except for their own acts and knowledge which are based on personal knowledge, the following.

THE PARTIES

1. AT&T Mobility Services LLC (“DEFENDANT”) is a limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

2. DEFENDANT provides wireless services in California.

3. Plaintiff Marquina was employed by DEFENDANT in California from November 2017 to June 21, 2023. Plaintiff Marquina was at all times classified by DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

4. Plaintiff Louka was employed by DEFENDANT in California from January 2022 to the present. Plaintiff Louka was at all times classified by DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Plaintiff Louka was paid in whole or in part on an hourly basis and received additional compensation from Defendant in the form of sales commissions and non-discretionary bonuses.

5. Plaintiff Uribe was employed by DEFENDANT in California from January of 2013 to April of 2023. Plaintiff Uribe was at all times classified by DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

6. Plaintiff Domingo was employed by DEFENDANT in California. Plaintiff Domingo was at all times classified by DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

1 7. PLAINTIFFS bring this Class Action on behalf of themselves and a California
2 class, defined as all individuals who are or previously were employed by DEFENDANT in
3 California and classified as non-exempt employees (the "CALIFORNIA CLASS") at any time
4 during the period beginning September 21, 2022 and ending on the date as determined by the
5 Court (the "CALIFORNIA CLASS PERIOD"). The amount in controversy for the aggregate
6 claim of CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

7 8. PLAINTIFFS bring this Class Action on behalf of themselves and a
8 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses
9 incurred during the CALIFORNIA CLASS PERIOD caused by DEFENDANT's policy and
10 practice which failed to lawfully compensate these employees. DEFENDANT's policy and
11 practice alleged herein was an unlawful, unfair and deceptive business practice whereby
12 DEFENDANT retained and continues to retain wages due to PLAINTIFFS and the other
13 members of the CALIFORNIA CLASS. PLAINTIFFS and the other members of the
14 CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANT in the
15 future, relief for the named PLAINTIFFS and the other members of the CALIFORNIA CLASS
16 who have been economically injured by DEFENDANT's past and current unlawful conduct,
17 and all other appropriate legal and equitable relief.

18 9. The true names and capacities, whether individual, corporate, subsidiary,
19 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
20 unknown to PLAINTIFFS who therefore sue these Defendants by such fictitious names
21 pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFFS will seek leave to amend this Complaint
22 to allege the true names and capacities of Does 1 through 50, inclusive, when they are
23 ascertained. PLAINTIFFS are informed and believe, and based upon that information and belief
24 alleges, that the Defendants named in this Complaint, including DOES 1 through 50, inclusive,
25 are responsible in some manner for one or more of the events and happenings that proximately
26 caused the injuries and damages hereinafter alleged.

27 10. The agents, servants and/or employees of the Defendants and each of them acting
28 on behalf of the Defendants acted within the course and scope of his, her or its authority as the

1 agent, servant and/or employee of the Defendants, and personally participated in the conduct
2 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
3 Consequently, the acts of each Defendant are legally attributable to
4 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFFS and the
5 other members of the CALIFORNIA CLASS, for the loss sustained as a proximate result of the
6 conduct of the Defendants' agents, servants and/or employees.

7 8 **THE CONDUCT**

9 11. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
10 required to pay PLAINTIFFS and CALIFORNIA CLASS Members for all their time worked,
11 meaning the time during which an employee is subject to the control of an employer, including
12 all the time the employee is suffered or permitted to work. DEFENDANT requires
13 PLAINTIFFS and CALIFORNIA CLASS Members to work without paying them for all the
14 time they are under DEFENDANT's control. Among other things, DEFENDANT requires
15 PLAINTIFFS to work while clocked out during what is supposed to be PLAINTIFFS' off-duty
16 meal break. PLAINTIFFS were from time to time interrupted by work assignments while
17 clocked out for what should have been PLAINTIFFS' off-duty meal break. DEFENDANT, as
18 a matter of established company policy and procedure, administers a uniform practice of
19 rounding the actual time worked and recorded by PLAINTIFFS and CALIFORNIA CLASS
20 Members, always to the benefit of DEFENDANT, so that during the course of their
21 employment, PLAINTIFFS and CALIFORNIA CLASS Members are paid less than they would
22 have been paid had they been paid for actual recorded time rather than "rounded" time.
23 Additionally, DEFENDANT engages in the practice of requiring PLAINTIFFS and
24 CALIFORNIA CLASS Members to perform work off the clock in that DEFENDANT, as a
25 condition of employment, required these employees to submit to mandatory temperature checks
26 and symptom questionnaires for COVID-19 screening prior to clocking into DEFENDANT's
27 timekeeping system for the workday. As a result, PLAINTIFFS and other CALIFORNIA
28 CLASS Members forfeit minimum wage, overtime wage compensation, and off-duty meal

1 breaks by working without their time being correctly recorded and without compensation at the
2 applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFFS and other
3 CALIFORNIA CLASS Members for all time worked, is evidenced by DEFENDANT's
4 business records.

5 12. State and federal law provides that employees must be paid overtime and meal and
6 rest break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFFS and
7 other CALIFORNIA CLASS Members are compensated at an hourly rate plus incentive pay
8 that is tied to specific elements of an employee's performance.

9 13. The second component of PLAINTIFFS' and other CALIFORNIA CLASS
10 Members' compensation is DEFENDANT's non-discretionary incentive program that paid
11 PLAINTIFFS and other CALIFORNIA CLASS Members incentive wages based on their
12 performance for DEFENDANT. The non-discretionary incentive program provided all
13 employees paid on an hourly basis with incentive compensation when the employees met the
14 various performance goals set by DEFENDANT. However, when calculating the regular rate
15 of pay in order to pay overtime and meal and rest break premiums to PLAINTIFFS and other
16 CALIFORNIA CLASS Members, DEFENDANT failed to include the incentive compensation
17 as part of the employees' "regular rate of pay" for purposes of calculating overtime pay and
18 meal and rest break premium pay. Management and supervisors described the incentive
19 program to potential and new employees as part of the compensation package. As a matter of
20 law, the incentive compensation received by PLAINTIFFS and other CALIFORNIA CLASS
21 Members must be included in the "regular rate of pay." The failure to do so has resulted in a
22 underpayment of overtime compensation and meal and rest break premiums to PLAINTIFFS
23 and other CALIFORNIA CLASS Members by DEFENDANT. As an example, during the pay
24 period of January 15, 2023 to January 28, 2023, the following facts are undisputed and are
25 stated on Plaintiff's itemized wage statements that were created and issued by Defendant: (a)
26 Defendant paid Plaintiff an hourly rate of \$18.49 for non-overtime hours during the Jan.15-28,
27 2023 pay period; (b) Plaintiff worked 4.85 hours of overtime during the Jan.15-28, 2023 pay
28 period; (c) Plaintiff earned \$561.91 in the form of non-discretionary commission wages during

1 the Jan.15-28, 2023 pay period; and (d) Defendant did not include the aforementioned
2 commission wages in Plaintiff's overtime rate of pay, but instead calculated Plaintiff's overtime
3 rate of pay to be \$27.73 (based solely off of the \$18.49 hourly rate) for the 4.85 hours of
4 overtime incurred by Plaintiff during the Jan.15-28, 2023 pay period. The commission and/or
5 bonus monies paid by Defendant to Plaintiff during the Jan.15-28, 2023 pay period constituted
6 wages within the meaning of the California Labor Code and thereby should have been part of
7 Plaintiff's "regular rate of pay." To date, Defendant has not fully paid Plaintiff overtime wages
8 still owed to him under Labor Code §§ 510 and 1194.

9 14. As a result of their rigorous work schedules, PLAINTIFFS and other
10 CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute off
11 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFFS and
12 other CALIFORNIA CLASS Members were required from time to time to perform work as
13 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving a
14 meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFFS and
15 CALIFORNIA CLASS Members with a second off-duty meal period for some workdays in
16 which these employees were required by DEFENDANT to work ten (10) hours of work.
17 DEFENDANT also engaged in the practice of rounding the meal period times to avoid paying
18 penalties to PLAINTIFFS and other CALIFORNIA CLASS Members. PLAINTIFFS and other
19 members of the CALIFORNIA CLASS therefore forfeit meal breaks without additional
20 compensation and in accordance with DEFENDANT's corporate policy and practice.

21 15. During the CALIFORNIA CLASS PERIOD, PLAINTIFFS and other
22 CALIFORNIA CLASS Members were also required from time to time to work in excess of four
23 (4) hours without being provided ten (10) minute rest periods. Further, these employees were
24 denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two
25 (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
26 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
27 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours
28 or more from time to time. PLAINTIFFS and other CALIFORNIA CLASS Members were also

1 not provided with one hour wages in lieu thereof. Additionally, the applicable California Wage
2 Order requires employers to provide employees with off-duty rest periods, which the California
3 Supreme Court defined as time during which an employee is relieved from all work related
4 duties and free from employer control. In so doing, the Court held that the requirement under
5 California law that employers authorize and permit all employees to take rest period means that
6 employers must relieve employees of all duties and relinquish control over how employees
7 spend their time which includes control over the locations where employees may take their rest
8 period. Employers cannot impose controls that prohibit an employee from taking a brief walk -
9 five minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFFS and
10 other CALIFORNIA CLASS Members from unconstrained walks and is unlawful based on
11 DEFENDANT's rule which states PLAINTIFFS and other CALIFORNIA CLASS Members
12 cannot leave the work premises during their rest period.

13 16. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to accurately
14 record and pay PLAINTIFFS and other CALIFORNIA CLASS Members for the actual amount
15 of time these employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
16 DEFENDANT was required to pay PLAINTIFFS and other CALIFORNIA CLASS Members
17 for all time worked, meaning the time during which an employee was subject to the control of
18 an employer, including all the time the employee was permitted or suffered to permit this work.
19 DEFENDANT required these employees to work off the clock without paying them for all the
20 time they were under DEFENDANT's control. As such, DEFENDANT knew or should have
21 known that PLAINTIFFS and the other members of the CALIFORNIA CLASS were under
22 compensated for all time worked. As a result, PLAINTIFFS and other CALIFORNIA CLASS
23 Members forfeited time worked by working without their time being accurately recorded and
24 without compensation at the applicable minimum wage and overtime wage rates. To the extent
25 that the time worked off the clock does not qualify for overtime premium payment,
26 DEFENDANT fails to pay minimum wages for the time worked off-the-clock in violation of
27 Cal. Lab. Code §§ 1194, 1197, and 1197.1.
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1 17. Defendant has also intentionally and improperly administered and employed a
2 corporate policy, practice and/or custom that requires its retail store employees, including
3 Plaintiff, to report for their assigned shifts approximately 15 to 20 minutes prior to the
4 "beginning" of their shifts in order to "set up" Defendant's retail locations. These mandatory "set
5 up" procedures, as memorialized in Defendant's detailed "Store Opening Policy - AT&T Retail,"
6 require Defendant's non-exempt employees to inspect the store front for signs of forced entry
7 (such as broken glass or a damaged door), look for "suspicious people" loitering near the store,
8 unlock and enter the store and then relock the front and rear doors after entering, disarm the
9 security alarm, place inventory on the floor in a designated locked cabinet or drawer, power on
10 all POS terminals and payment stations, power on all computers and log into their workstations
11 -- all before clocking into Defendant's timekeeping system. This process takes approximately
12 15 to 20 minutes to complete, each and every work shift, before Defendant's employees are
13 logged into the timekeeping system. Defendant has also intentionally and improperly
14 administered and employed a corporate policy, practice and/or custom that requires its retail
15 store employees, including Plaintiff, to continue working for Defendant approximately 10 to 15
16 minutes after the "end" of their work shifts in order to "close" Defendant's retail locations.
17 These mandatory "closing" procedures, as memorialized in Defendant's detailed "Daily Store
18 Closing Policy - AT&T Retail," require Defendant's non-exempt employees to reconcile and
19 balance all registers and prepare the daily deposit, lock all interior doors, including rooms
20 containing security and server equipment, and all exit doors and windows, activate the store
21 alarm, close the store security gates, all after logging out of Defendant's timekeeping system.
22 This process takes approximately 10 to 15 minutes to complete, each and every work shift, after
23 Defendant's employees are logged off of the timekeeping system. Retail store employees who
24 fail to complete these pre-shift "set up" procedure and/or post-shift "closing" duties are
25 reprimanded and given verbal warnings. This additional labor is not reflected on the pay stubs
26 or work records of Plaintiff's and Defendant's other non-exempt employees. These required
27 pre-shift "set up" procedures also increased Plaintiff's workday shift beyond the scheduled eight
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1 (8) hours and thus entitled him to overtime compensation from Defendant, for which he was
2 also not paid.

3 18. At all relevant times, Defendant has possessed actual and constructive knowledge
4 of the off-the-clock hours worked by its retail employees. The aforementioned corporate
5 policies, practices and/or customs have also resulted in Defendant's knowing and intentional
6 issuance of inaccurate wage statements to its non-exempt employees.

7 19. From time to time, DEFENDANT also failed to provide PLAINTIFFS and the
8 other members of the CALIFORNIA CLASS with complete and accurate wage statements
9 which failed to show, among other things, the correct gross and net wages earned. Cal. Lab.
10 Code § 226 provides that every employer shall furnish each of his or her employees with an
11 accurate itemized wage statement in writing showing, among other things, gross wages earned
12 and all applicable hourly rates in effect during the pay period and the corresponding amount of
13 time worked at each hourly rate. PLAINTIFFS and CALIFORNIA CLASS Members were paid
14 on an hourly basis. As such, the wage statements should reflect all applicable hourly rates
15 during the pay period and the total hours worked, and the applicable pay period in which the
16 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
17 DEFENDANT provided to PLAINTIFFS and other CALIFORNIA CLASS Members failed to
18 identify such information. More specifically, the wage statements failed to identify the accurate
19 total hours worked each pay period. When the hours shown on the wage statements were added
20 up, they did not equal the actual total hours worked during the pay period in violation of Cal.
21 Lab. Code 226(a)(2). Aside, from the violations listed above in this paragraph, DEFENDANT
22 failed to issue to PLAINTIFFS an itemized wage statement that lists all the requirements under
23 California Labor Code 226 *et seq.* As a result, DEFENDANT from time to time provided
24 PLAINTIFFS and the other members of the CALIFORNIA CLASS with wage statements
25 which violated Cal. Lab. Code § 226.

26 20. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
27 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the
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1 wages are paid not more than seven (7) calendar days following the close of the payroll period.

2 Cal. Lab. Code § 210 provides:

3 [I]n addition to, and entirely independent and apart from, any other penalty
4 provided in this article, every person who fails to pay the wages of each employee
5 as provided in Sections. . . .204. . .shall be subject to a civil penalty as follows:
6 (1) For any initial violation, one hundred dollars (\$100) for each failure to pay
7 each employee; (2) For each subsequent violation, or any willful or intentional
8 violation, two hundred dollars (\$200) for each failure to pay each employee, plus
9 25 percent of the amount unlawfully withheld.

10 21. DEFENDANT from time to time failed to pay PLAINTIFFS and members of the
11 CALIFORNIA LABOR SUB-CLASS Members within seven (7) days of the close of the
12 payroll period in accordance with Cal. Lab. Code § 204(d), including but not limited to for the
13 “Hourly” regular wage payments.

14 22. DEFENDANT underpaid sick pay wages to PLAINTIFFS and other
15 CALIFORNIA CLASS Members by failing to pay such wages at the regular rate of pay in
16 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFFS and other non-exempt
17 employees earn non-discretionary remuneration. Rather than pay sick pay at the regular rate
18 of pay, DEFENDANT underpaid sick pay to PLAINTIFFS and other CALIFORNIA CLASS
19 Members at their base rates of pay.

20 23. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
21 employees be calculated by dividing the employee’s total wages, not including overtime
22 premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days
23 of employment.

24 24. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay at
25 the regular rate of pay. PLAINTIFFS and CALIFORNIA CLASS Members routinely earned
26 non-discretionary incentive wages which increased their regular rate of pay. However, when
27 sick pay was paid, it was paid at the base rate of pay for PLAINTIFFS and members of the
28 CALIFORNIA CLASS, as opposed to the correct, higher regular rate of pay, as required under
Cal. Lab. Code Section 246.

25 25. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFFS and
26 other members of the CALIFORNIA CLASS their correct wages and accordingly owe waiting

1 time penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFFS are informed and
2 believe and based thereon allege that such failure to pay sick pay at regular rate was willful,
3 such that PLAINTIFFS and members of the CALIFORNIA CLASS whose employment has
4 separated are entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

5 26. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
6 to collect or receive from an employee any part of wages theretofore paid by said employer to
7 said employee." DEFENDANT failed to pay all compensation due to PLAINTIFFS and other
8 CALIFORNIA LABOR SUB-CLASS Members, made unlawful deductions from compensation
9 payable to PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS Members, failed to disclose
10 all aspects of the deductions from compensation payable to PLAINTIFFS and CALIFORNIA
11 LABOR SUB-CLASS Members, and thereby failed to pay these employees all wages due at
12 each applicable pay period and upon termination. PLAINTIFFS and members of the
13 CALIFORNIA LABOR SUB-CLASS seek recovery of all illegal deductions from wages
14 according to proof, related penalties, interest, attorney fees and costs.

15 27. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
16 PLAINTIFFS and the other CALIFORNIA CLASS Members for required business expenses
17 incurred by the PLAINTIFFS and other CALIFORNIA CLASS Members in direct consequence
18 of discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
19 2802, employers are required to indemnify employees for all expenses incurred in the course
20 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall
21 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
22 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
23 directions of the employer, even though unlawful, unless the employee, at the time of obeying
24 the directions, believed them to be unlawful."

25 28. In the course of their employment PLAINTIFFS and other CALIFORNIA CLASS
26 Members as a business expense, were required by DEFENDANT to use their own personal
27 cellular phones as a result of and in furtherance of their job duties as employees for
28 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost associated

1 with the use of their personal cellular phones for DEFENDANT's benefit. Specifically,
2 PLAINTIFFS and other CALIFORNIA CLASS Members were required by DEFENDANT to
3 use their personal cellular phones. As a result, in the course of their employment with
4 DEFENDANT, PLAINTIFFS and other members of the CALIFORNIA CLASS incurred
5 unreimbursed business expenses which included, but were not limited to, costs related to the use
6 of their personal cellular phones all on behalf of and for the benefit of DEFENDANT.

7 29. In violation of the applicable sections of the California Labor Code and the
8 requirements of the applicable Industrial Welfare Commission ("IWC") Wage Order,
9 DEFENDANT as a matter of company policy, practice and procedure, intentionally, knowingly
10 and systematically failed to provide PLAINTIFFS and the other Aggrieved Employees suitable
11 seating when the nature of these employees' work reasonably permitted sitting.

12 30. DEFENDANT knew or should have known that PLAINTIFFS and other
13 Aggrieved Employees were entitled to suitable seating and/or were entitled to sit when it did
14 not interfere with the performance of their duties, and that DEFENDANT did not provide
15 suitable seating and/or did not allow them to sit when it did not interfere with the performance
16 of their duties.

17 31. By reason of this conduct applicable to PLAINTIFFS and all Aggrieved
18 Employees, DEFENDANT violated California Labor Code Section 1198 and California Code
19 of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Wage Order 4-2001,
20 Section 14 by failing to provide suitable seats. PLAINTIFFS seek penalties on behalf of
21 PLAINTIFFS and other Aggrieved Employees as provided herein. Providing suitable seating
22 is the DEFENDANT's burden. As a result of DEFENDANT's intentional disregard of the
23 obligation to meet this burden, DEFENDANT violated the California Labor Code and
24 regulations promulgated thereunder as herein alleged.

25 32. Specifically as to PLAINTIFFS, DEFENDANT failed to provide all the legally
26 required off-duty meal and rest breaks to PLAINTIFFS as required by the applicable Wage
27 Order and Labor Code and failed to pay PLAINTIFFS all minimum and overtime wages due
28 to PLAINTIFFS. DEFENDANT did not have a policy or practice which provided timely off-

1 duty meal and rest breaks to PLAINTIFFS and also failed to compensate PLAINTIFFS for
2 PLAINTIFFS' missed meal and rest breaks. The nature of the work performed by the
3 PLAINTIFFS did not prevent PLAINTIFFS from being relieved of all of PLAINTIFFS' duties
4 for the legally required off-duty meal periods. As a result, DEFENDANT's failure to provide
5 PLAINTIFFS with the legally required meal periods is evidenced by DEFENDANT's business
6 records. The amount in controversy for PLAINTIFFS individually does not exceed the sum
7 or value of \$75,000.

8 9 **JURISDICTION AND VENUE**

10 33. This Court has jurisdiction over this Action pursuant to California Code of Civil
11 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
12 action is brought as a Class Action on behalf of PLAINTIFFS and similarly situated employees
13 of DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

14 34. Venue is proper in this Court pursuant to California Code of Civil Procedure,
15 Sections 395 and 395.5, because PLAINTIFFS worked in this County for DEFENDANT and
16 DEFENDANT (i) currently maintains and at all relevant times maintained offices and facilities
17 in this County and/or conducts substantial business in this County, and (ii) committed the
18 wrongful conduct herein alleged in this County against members of the CALIFORNIA CLASS.

19 20 **THE CALIFORNIA CLASS**

21 35. PLAINTIFFS bring the First Cause of Action for Unfair, Unlawful and Deceptive
22 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class
23 Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as
24 all individuals who are or previously were employed by DEFENDANT in California and
25 classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the
26 period beginning September 21, 2022 and ending on the date as determined by the Court (the
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1 “CALIFORNIA CLASS PERIOD”). The amount in controversy for the aggregate claim of
2 CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

3 36. To the extent equitable tolling operates to toll claims by the CALIFORNIA
4 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted
5 accordingly.

6 37. DEFENDANT, as a matter of company policy, practice and procedure, and in
7 violation of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage Order
8 requirements, and the applicable provisions of California law, intentionally, knowingly, and
9 wilfully, engaged in a practice whereby DEFENDANT failed to record all meal and rest breaks
10 missed by PLAINTIFFS and other CALIFORNIA CLASS Members, even though
11 DEFENDANT enjoyed the benefit of this work, required employees to perform this work and
12 permits or suffers to permit this work.

13 38. DEFENDANT has the legal burden to establish that each and every
14 CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as
15 required by California laws. The DEFENDANT, however, as a matter of policy and procedure
16 failed to have in place during the CALIFORNIA CLASS PERIOD and still fails to have in
17 place a policy or practice to ensure that each and every CALIFORNIA CLASS Member is paid
18 as required by law. This common business practice is applicable to each and every
19 CALIFORNIA CLASS Member can be adjudicated on a class-wide basis as unlawful, unfair,
20 and/or deceptive under Cal. Business & Professions Code §§ 17200, *et seq.* (the “UCL”) as
21 causation, damages, and reliance are not elements of this claim.

22 39. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA
23 CLASS Members is impracticable.

24 40. DEFENDANT violated the rights of the CALIFORNIA CLASS under California
25 law by:

- 26 (a) Committing an act of unfair competition in violation of, Cal. Bus. & Prof.
27 Code §§ 17200, *et seq.* (the "UCL"), by unlawfully, unfairly and/or
28 deceptively having in place company policies, practices and procedures

1 that failed to record and pay PLAINTIFFS and the other members of the
2 CALIFORNIA CLASS for all time worked, including minimum wages
3 owed and overtime wages owed for work performed by these employees;
4 and,

- 5 (b) Committing an act of unfair competition in violation of the UCL, by
6 failing to provide the PLAINTIFFS and the other members of the
7 CALIFORNIA CLASS with the legally required meal and rest periods.

8 41. This Class Action meets the statutory prerequisites for the maintenance of a Class
9 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 10 (a) The persons who comprise the CALIFORNIA CLASS are so numerous
11 that the joinder of all such persons is impracticable and the disposition of
12 their claims as a class will benefit the parties and the Court;
- 13 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
14 that are raised in this Complaint are common to the CALIFORNIA
15 CLASS will apply to every member of the CALIFORNIA CLASS;
- 16 (c) The claims of the representative PLAINTIFFS are typical of the claims of
17 each member of the CALIFORNIA CLASS. PLAINTIFFS, like all the
18 other members of the CALIFORNIA CLASS, were classified as non-
19 exempt employees paid on an hourly basis who were subjected to the
20 DEFENDANT's deceptive practice and policy which failed to provide the
21 legally required meal and rest periods to the CALIFORNIA CLASS and
22 thereby underpaid compensation to PLAINTIFFS and CALIFORNIA
23 CLASS. PLAINTIFFS sustained economic injury as a result of
24 DEFENDANT's employment practices. PLAINTIFFS and the members
25 of the CALIFORNIA CLASS were and are similarly or identically harmed
26 by the same unlawful, deceptive and unfair misconduct engaged in by
27 DEFENDANT; and,
- 28

1 (d) The representative PLAINTIFFS will fairly and adequately represent and
2 protect the interest of the CALIFORNIA CLASS, and have retained
3 counsel who are competent and experienced in Class Action litigation.
4 There are no material conflicts between the claims of the representative
5 PLAINTIFFS and the members of the CALIFORNIA CLASS that would
6 make class certification inappropriate. Counsel for the CALIFORNIA
7 CLASS will vigorously assert the claims of all CALIFORNIA CLASS
8 Members.

9 42. In addition to meeting the statutory prerequisites to a Class Action, this action is
10 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

11 (a) Without class certification and determination of declaratory, injunctive,
12 statutory and other legal questions within the class format, prosecution of
13 separate actions by individual members of the CALIFORNIA CLASS will
14 create the risk of:

15 1) Inconsistent or varying adjudications with respect to individual
16 members of the CALIFORNIA CLASS which would establish
17 incompatible standards of conduct for the parties opposing the
18 CALIFORNIA CLASS; and/or,

19 2) Adjudication with respect to individual members of the
20 CALIFORNIA CLASS which would as a practical matter be
21 dispositive of interests of the other members not party to the
22 adjudication or substantially impair or impede their ability to
23 protect their interests.

24 (b) The parties opposing the CALIFORNIA CLASS have acted or refused to
25 act on grounds generally applicable to the CALIFORNIA CLASS, making
26 appropriate class-wide relief with respect to the CALIFORNIA CLASS
27 as a whole in that DEFENDANT failed to pay all wages due to members
28 of the CALIFORNIA CLASS as required by law;

1) With respect to the First Cause of Action, the final relief on behalf of the CALIFORNIA CLASS sought does not relate exclusively to restitution because through this claim PLAINTIFFS seek declaratory relief holding that the DEFENDANT's policy and practices constitute unfair competition, along with declaratory relief, injunctive relief, and incidental equitable relief as may be necessary to prevent and remedy the conduct declared to constitute unfair competition;

(c) Common questions of law and fact exist as to the members of the CALIFORNIA CLASS, with respect to the practices and violations of California law as listed above, and predominate over any question affecting only individual CALIFORNIA CLASS Members, and a Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

1) The interests of the members of the CALIFORNIA CLASS in individually controlling the prosecution or defense of separate actions in that the substantial expense of individual actions will be avoided to recover the relatively small amount of economic losses sustained by the individual CALIFORNIA CLASS Members when compared to the substantial expense and burden of individual prosecution of this litigation;

2) Class certification will obviate the need for unduly duplicative litigation that would create the risk of:

A. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA CLASS, which would establish incompatible standards of conduct for the DEFENDANT; and/or,

1 B. Adjudications with respect to individual members of the
2 CALIFORNIA CLASS would as a practical matter be
3 dispositive of the interests of the other members not parties
4 to the adjudication or substantially impair or impede their
5 ability to protect their interests;

6 3) In the context of wage litigation because a substantial number of
7 individual CALIFORNIA CLASS Members will avoid asserting
8 their legal rights out of fear of retaliation by DEFENDANT, which
9 may adversely affect an individual's job with DEFENDANT or
10 with a subsequent employer, the Class Action is the only means to
11 assert their claims through a representative; and,

12 4) A class action is superior to other available methods for the fair
13 and efficient adjudication of this litigation because class treatment
14 will obviate the need for unduly and unnecessary duplicative
15 litigation that is likely to result in the absence of certification of
16 this action pursuant to Cal. Code of Civ. Proc. § 382.

17 43. This Court should permit this action to be maintained as a Class Action pursuant
18 to Cal. Code of Civ. Proc. § 382 because:

19 (a) The questions of law and fact common to the CALIFORNIA CLASS
20 predominate over any question affecting only individual CALIFORNIA
21 CLASS Members because the DEFENDANT's employment practices are
22 applied with respect to the CALIFORNIA CLASS;

23 (b) A Class Action is superior to any other available method for the fair and
24 efficient adjudication of the claims of the members of the CALIFORNIA
25 CLASS because in the context of employment litigation a substantial
26 number of individual CALIFORNIA CLASS Members will avoid
27 asserting their rights individually out of fear of retaliation or adverse
28 impact on their employment;

- 1 (c) The members of the CALIFORNIA CLASS are so numerous that it is
2 impractical to bring all members of the CALIFORNIA CLASS before the
3 Court;
- 4 (d) PLAINTIFFS, and the other CALIFORNIA CLASS Members, will not be
5 able to obtain effective and economic legal redress unless the action is
6 maintained as a Class Action;
- 7 (e) There is a community of interest in obtaining appropriate legal and
8 equitable relief for the acts of unfair competition, statutory violations and
9 other improprieties, and in obtaining adequate compensation for the
10 damages and injuries which DEFENDANT's actions have inflicted upon
11 the CALIFORNIA CLASS;
- 12 (f) There is a community of interest in ensuring that the combined assets of
13 DEFENDANT are sufficient to adequately compensate the members of
14 the CALIFORNIA CLASS for the injuries sustained;
- 15 (g) DEFENDANT has acted or refused to act on grounds generally applicable
16 to the CALIFORNIA CLASS, thereby making final class-wide relief
17 appropriate with respect to the CALIFORNIA CLASS as a whole;
- 18 (h) The members of the CALIFORNIA CLASS are readily ascertainable from
19 the business records of DEFENDANT; and,
- 20 (i) Class treatment provides manageable judicial treatment calculated to bring
21 a efficient and rapid conclusion to all litigation of all wage and hour
22 related claims arising out of the conduct of DEFENDANT as to the
23 members of the CALIFORNIA CLASS.

24 44. DEFENDANT maintains records from which the Court can ascertain and identify
25 by job title each of DEFENDANT's employees who have been intentionally subjected to
26 DEFENDANT's company policy, practices and procedures as herein alleged. PLAINTIFFS
27 will seek leave to amend the Complaint to include any additional job titles of similarly situated
28 employees when they have been identified.

THE CALIFORNIA LABOR SUB-CLASS

45. PLAINTIFFS further bring the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth causes Action on behalf of a California sub-class, defined as all members of the CALIFORNIA CLASS who are or previously were employed by DEFENDANT in California and classified as non exempt employees (the “CALIFORNIA LABOR SUB-CLASS”) at any time during the period September 21, 2022 and ending on the date as determined by the Court (the “CALIFORNIA LABOR SUB-CLASS PERIOD”) pursuant to Cal. Code of Civ. Proc. § 382. The amount in controversy for the aggregate claim of CALIFORNIA LABOR SUB-CLASS Members is under five million dollars (\$5,000,000.00).

46. DEFENDANT, in violation of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage Order requirements, and the applicable provisions of California law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT failed to correctly calculate compensation for the time worked by PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS and reporting time wages owed to these employees, even though DEFENDANT enjoyed the benefit of this work, required employees to perform this work and permitted or suffered to permit this work. DEFENDANT has denied these CALIFORNIA LABOR SUB-CLASS Members wages to which these employees are entitled in order to unfairly cheat the competition and unlawfully profit. To the extent equitable tolling operates to toll claims by the CALIFORNIA LABOR SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD should be adjusted accordingly.

47. DEFENDANT maintains records from which the Court can ascertain and identify by name and job title, each of DEFENDANT’s employees who have been intentionally subjected to DEFENDANT’s company policy, practices and procedures as herein alleged. PLAINTIFFS will seek leave to amend the complaint to include any additional job titles of similarly situated employees when they have been identified.

48. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all CALIFORNIA LABOR SUB-CLASS Members is impracticable.

1 49. Common questions of law and fact exist as to members of the CALIFORNIA
2 LABOR SUB-CLASS, including, but not limited, to the following:

- 3 (a) Whether DEFENDANT unlawfully failed to correctly calculate and pay
4 compensation due to members of the CALIFORNIA LABOR SUB-
5 CLASS for missed meal and rest breaks in violation of the California
6 Labor Code and California regulations and the applicable California Wage
7 Order;
- 8 (b) Whether DEFENDANT failed to provide the PLAINTIFFS and the other
9 members of the CALIFORNIA LABOR SUB-CLASS with accurate
10 itemized wage statements;
- 11 (c) Whether DEFENDANT has engaged in unfair competition by the
12 above-listed conduct;
- 13 (d) The proper measure of damages and penalties owed to the members of the
14 CALIFORNIA LABOR SUB-CLASS; and,
- 15 (e) Whether DEFENDANT's conduct was willful.

16 50. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS
17 under California law by:

- 18 (a) Violating Cal. Lab. Code § 510, by failing to correctly pay the
19 PLAINTIFFS and the members of the CALIFORNIA LABOR SUB-
20 CLASS all wages due for overtime worked, for which DEFENDANT is
21 liable pursuant to Cal. Lab. Code § 1194;
- 22 (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to
23 accurately pay PLAINTIFFS and the members of the CALIFORNIA
24 LABOR SUB-CLASS the correct minimum wage pay for which
25 DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;
- 26 (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFFS and
27 the members of the CALIFORNIA LABOR SUB-CLASS with an
28

1 accurate itemized statement in writing showing the corresponding correct
2 amount of wages earned by the employee;

3 (d) Violating Cal. Lab. Code §§ 226.7 & 512, by failing to provide
4 PLAINTIFFS and the other members of the CALIFORNIA LABOR
5 SUB-CLASS with all legally required off-duty, uninterrupted thirty (30)
6 minute meal breaks and the legally required off-duty rest breaks;

7 (e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that
8 when an employee is discharged or quits from employment, the employer
9 must pay the employee all wages due without abatement, by failing to
10 tender full payment and/or restitution of wages owed or in the manner
11 required by California law to the members of the CALIFORNIA LABOR
12 SUB-CLASS who have terminated their employment; and,

13 (f) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFFS
14 and the CALIFORNIA LABOR SUB-CLASS members with necessary
15 expenses incurred in the discharge of their job duties.

16 51. This Class Action meets the statutory prerequisites for the maintenance of a Class
17 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

18 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are
19 so numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS
20 Members is impracticable and the disposition of their claims as a class
21 will benefit the parties and the Court;

22 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
23 that are raised in this Complaint are common to the CALIFORNIA
24 LABOR SUB-CLASS and will apply to every member of the
25 CALIFORNIA LABOR SUB-CLASS;

26 (c) The claims of the representative PLAINTIFFS are typical of the claims of
27 each member of the CALIFORNIA LABOR SUB-CLASS.
28 PLAINTIFFS, like all the other members of the CALIFORNIA LABOR

1 SUB-CLASS, were non-exempt employees paid on an hourly basis who
2 were subjected to the DEFENDANT's practice and policy which failed to
3 pay the correct amount of wages due to the CALIFORNIA LABOR SUB-
4 CLASS. PLAINTIFFS sustained economic injury as a result of
5 DEFENDANT's employment practices. PLAINTIFFS and the members
6 of the CALIFORNIA LABOR SUB-CLASS were and are similarly or
7 identically harmed by the same unlawful, deceptive, and unfair
8 misconduct engaged in by DEFENDANT; and,

- 9 (d) The representative PLAINTIFFS will fairly and adequately represent and
10 protect the interest of the CALIFORNIA LABOR SUB-CLASS, and have
11 retained counsel who are competent and experienced in Class Action
12 litigation. There are no material conflicts between the claims of the
13 representative PLAINTIFFS and the members of the CALIFORNIA
14 LABOR SUB-CLASS that would make class certification inappropriate.
15 Counsel for the CALIFORNIA LABOR SUB-CLASS will vigorously
16 assert the claims of all CALIFORNIA LABOR SUB-CLASS Members.

17 52. In addition to meeting the statutory prerequisites to a Class Action, this action is
18 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 19 (a) Without class certification and determination of declaratory, injunctive,
20 statutory and other legal questions within the class format, prosecution of
21 separate actions by individual members of the CALIFORNIA LABOR
22 SUB-CLASS will create the risk of:

- 23 1) Inconsistent or varying adjudications with respect to individual
24 members of the CALIFORNIA LABOR SUB-CLASS which
25 would establish incompatible standards of conduct for the parties
26 opposing the CALIFORNIA LABOR SUB-CLASS; or,
27 2) Adjudication with respect to individual members of the
28 CALIFORNIA LABOR SUB-CLASS which would as a practical

1 matter be dispositive of interests of the other members not party to
2 the adjudication or substantially impair or impede their ability to
3 protect their interests.

4 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted
5 or refused to act on grounds generally applicable to the CALIFORNIA
6 LABOR SUB-CLASS, making appropriate class-wide relief with respect
7 to the CALIFORNIA LABOR SUB-CLASS as a whole in that
8 DEFENDANT fails to pay all wages due. Including the correct wages for
9 all time worked by the members of the CALIFORNIA LABOR SUB-
10 CLASS as required by law;

11 (c) Common questions of law and fact predominate as to the members of the
12 CALIFORNIA LABOR SUB-CLASS, with respect to the practices and
13 violations of California Law as listed above, and predominate over any
14 question affecting only individual CALIFORNIA LABOR SUB-CLASS
15 Members, and a Class Action is superior to other available methods for
16 the fair and efficient adjudication of the controversy, including
17 consideration of:

- 18 1) The interests of the members of the CALIFORNIA LABOR SUB-
19 CLASS in individually controlling the prosecution or defense of
20 separate actions in that the substantial expense of individual
21 actions will be avoided to recover the relatively small amount of
22 economic losses sustained by the individual CALIFORNIA
23 LABOR SUB-CLASS Members when compared to the substantial
24 expense and burden of individual prosecution of this litigation;
- 25 2) Class certification will obviate the need for unduly duplicative
26 litigation that would create the risk of:

27 A. Inconsistent or varying adjudications with respect to
28 individual members of the CALIFORNIA LABOR SUB-

1 CLASS, which would establish incompatible standards of
2 conduct for the DEFENDANT; and/or,

3 B. Adjudications with respect to individual members of the
4 CALIFORNIA LABOR SUB-CLASS would as a practical
5 matter be dispositive of the interests of the other members
6 not parties to the adjudication or substantially impair or
7 impede their ability to protect their interests;

8 3) In the context of wage litigation because a substantial number of
9 individual CALIFORNIA LABOR SUB-CLASS Members will
10 avoid asserting their legal rights out of fear of retaliation by
11 DEFENDANT, which may adversely affect an individual's job
12 with DEFENDANT or with a subsequent employer, the Class
13 Action is the only means to assert their claims through a
14 representative; and,

15 4) A class action is superior to other available methods for the fair
16 and efficient adjudication of this litigation because class treatment
17 will obviate the need for unduly and unnecessary duplicative
18 litigation that is likely to result in the absence of certification of
19 this action pursuant to Cal. Code of Civ. Proc. § 382.

20 53. This Court should permit this action to be maintained as a Class Action pursuant
21 to Cal. Code of Civ. Proc. § 382 because:

22 (a) The questions of law and fact common to the CALIFORNIA LABOR
23 SUB-CLASS predominate over any question affecting only individual
24 CALIFORNIA LABOR SUB-CLASS Members;

25 (b) A Class Action is superior to any other available method for the fair and
26 efficient adjudication of the claims of the members of the CALIFORNIA
27 LABOR SUB-CLASS because in the context of employment litigation a
28 substantial number of individual CALIFORNIA LABOR SUB-CLASS

Members will avoid asserting their rights individually out of fear of retaliation or adverse impact on their employment;

(c) The members of the CALIFORNIA LABOR SUB-CLASS are so numerous that it is impractical to bring all members of the CALIFORNIA LABOR SUB-CLASS before the Court;

(d) PLAINTIFFS, and the other CALIFORNIA LABOR SUB-CLASS Members, will not be able to obtain effective and economic legal redress unless the action is maintained as a Class Action;

(e) There is a community of interest in obtaining appropriate legal and equitable relief for the acts of unfair competition, statutory violations and other improprieties, and in obtaining adequate compensation for the damages and injuries which DEFENDANT's actions have inflicted upon the CALIFORNIA LABOR SUB-CLASS;

(f) There is a community of interest in ensuring that the combined assets of DEFENDANT are sufficient to adequately compensate the members of the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;

(g) DEFENDANT has acted or refused to act on grounds generally applicable to the CALIFORNIA LABOR SUB-CLASS, thereby making final class-wide relief appropriate with respect to the CALIFORNIA LABOR SUB-CLASS as a whole;

(h) The members of the CALIFORNIA LABOR SUB-CLASS are readily ascertainable from the business records of DEFENDANT. The CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA CLASS Members who worked for DEFENDANT in California at any time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,

(i) Class treatment provides manageable judicial treatment calculated to bring a efficient and rapid conclusion to all litigation of all wage and hour

1 related claims arising out of the conduct of DEFENDANT as to the
2 members of the CALIFORNIA LABOR SUB-CLASS.

3
4 **FIRST CAUSE OF ACTION**

5 **For Unlawful Business Practices**

6 **[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]**

7 **(By PLAINTIFFS and the CALIFORNIA CLASS and Against All Defendants)**

8 54. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
9 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
10 Complaint.

11 55. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof.
12 Code § 17021.

13 56. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
14 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section
15 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
16 competition as follows:

17 Any person who engages, has engaged, or proposes to engage in unfair
18 competition may be enjoined in any court of competent jurisdiction. The court
19 may make such orders or judgments, including the appointment of a receiver, as
20 may be necessary to prevent the use or employment by any person of any practice
which constitutes unfair competition, as defined in this chapter, or as may be
necessary to restore to any person in interest any money or property, real or
personal, which may have been acquired by means of such unfair competition.

21 Cal. Bus. & Prof. Code § 17203.

22 57. By the conduct alleged herein, DEFENDANT has engaged and continues to
23 engage in a business practice which violates California law, including but not limited to, the
24 applicable Industrial Wage Order(s), the California Code of Regulations and the California
25 Labor Code including Sections 204, 210, 221, 226.7, 246, 510, 512, 1194, 1197, 1197.1, 1198,
26 2802 and the Fair Labor Standards Act and federal regulations promulgated thereunder, for
27 which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. &
28

1 Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute
2 unfair competition, including restitution of wages wrongfully withheld.

3 58. By the conduct alleged herein, DEFENDANT's practices were unlawful and
4 unfair in that these practices violate public policy, were immoral, unethical, oppressive,
5 unscrupulous or substantially injurious to employees, and were without valid justification or
6 utility for which this Court should issue equitable and injunctive relief pursuant to Section
7 17203 of the California Business & Professions Code, including restitution of wages wrongfully
8 withheld.

9 59. By the conduct alleged herein, DEFENDANT's practices were deceptive and
10 fraudulent in that DEFENDANT's policy and practice failed to provide the legally mandated
11 meal and rest periods, the required amount of compensation for missed meal and rest periods
12 and overtime and minimum wages owed, failed to timely pay wages, and failed to reimburse
13 all necessary business expenses incurred, and failed to provide Fair Labor Standards Act
14 overtime wages due for overtime worked as a result of failing to include non-discretionary
15 incentive compensation into their regular rates of pay for purposes of computing the proper
16 overtime pay due to a business practice that cannot be justified, pursuant to the applicable Cal.
17 Lab. Code, and Industrial Welfare Commission requirements in violation of Cal. Bus. Code §§
18 17200, *et seq.*, and for which this Court should issue injunctive and equitable relief, pursuant
19 to Cal. Bus. & Prof. Code § 17203, including restitution of wages wrongfully withheld.

20 60. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
21 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFFS and
22 the other members of the CALIFORNIA CLASS to be underpaid during their employment with
23 DEFENDANT.

24 61. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
25 unfair and deceptive in that DEFENDANT's policies, practices and procedures failed to provide
26 all legally required meal breaks to PLAINTIFFS and the other members of the CALIFORNIA
27 CLASS as required by Cal. Lab. Code §§ 226.7 & 512
28

1 62. Therefore, PLAINTIFFS demand on behalf of themselves and on behalf of each
2 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty
3 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay
4 for each workday in which a second off-duty meal period was not timely provided for each ten
5 (10) hours of work.

6 63. PLAINTIFFS further demand on behalf of themselves and each member of the
7 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off
8 duty paid rest period was not timely provided as required by law.

9 64. By and through the unlawful and unfair business practices described herein,
10 DEFENDANT has obtained valuable property, money and services from PLAINTIFFS and the
11 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
12 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
13 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT
14 to unfairly compete against competitors who comply with the law.

15 65. All the acts described herein as violations of, among other things, the Industrial
16 Welfare Commission Wage Orders, the California Code of Regulations, and the California
17 Labor Code, were unlawful and in violation of public policy, were immoral, unethical,
18 oppressive and unscrupulous, were deceptive, and thereby constitute unlawful, unfair and
19 deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

20 66. PLAINTIFFS and the other members of the CALIFORNIA CLASS are entitled
21 to, and do, seek such relief as may be necessary to restore to them the money and property
22 which DEFENDANT has acquired, or of which PLAINTIFFS and the other members of the
23 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and
24 unfair business practices, including earned but unpaid wages for all time worked.

25 67. PLAINTIFFS and the other members of the CALIFORNIA CLASS are further
26 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair
27 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
28 engaging in any unlawful and unfair business practices in the future.

68. PLAINTIFFS and the other members of the CALIFORNIA CLASS have no plain, speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a result of the unlawful and unfair business practices described herein, PLAINTIFFS and the other members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal and economic harm unless DEFENDANT is restrained from continuing to engage in these unlawful and unfair business practices.

SECOND CAUSE OF ACTION

For Failure To Pay Minimum Wages

[Cal. Lab. Code §§ 1194, 1197 and 1197.1]

(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS

and Against All Defendants)

69. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

70. PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS bring a claim for DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial Welfare Commission requirements for DEFENDANT's failure to accurately calculate and pay minimum wages to PLAINTIFFS and CALIFORNIA CLASS Members.

71. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked.

72. Cal. Lab. Code § 1197 provides 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.

73. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including minimum wage compensation and interest thereon, together with the costs of suit.

1 74. DEFENDANT maintained a wage practice of paying PLAINTIFFS and the other
2 members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct amount of
3 time they work. As set forth herein, DEFENDANT's policy and practice was to unlawfully and
4 intentionally deny timely payment of wages due to PLAINTIFFS and the other members of the
5 CALIFORNIA LABOR SUB-CLASS.

6 75. DEFENDANT's unlawful wage and hour practices manifested, without limitation,
7 applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of implementing
8 a policy and practice that denies accurate compensation to PLAINTIFFS and the other members
9 of the CALIFORNIA LABOR SUB-CLASS in regards to minimum wage pay.

10 76. In committing these violations of the California Labor Code, DEFENDANT
11 inaccurately calculated the correct time worked and consequently underpaid the actual time
12 worked by PLAINTIFFS and other members of the CALIFORNIA LABOR SUB-CLASS.
13 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and other
14 benefits in violation of the California Labor Code, the Industrial Welfare Commission
15 requirements and other applicable laws and regulations.

16 77. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
17 PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS did not
18 receive the correct minimum wage compensation for their time worked for DEFENDANT.

19 78. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT
20 required, permitted or suffered PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS
21 Members to work without paying them for all the time they were under DEFENDANT's
22 control. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFFS and the
23 other members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked that
24 they were entitled to, constituting a failure to pay all earned wages.

25 79. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
26 compensation to PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
27 CLASS for the true time they worked, PLAINTIFFS and the other members of the
28 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic

1 injury in amounts which are presently unknown to them and which will be ascertained
2 according to proof at trial.

3 80. DEFENDANT knew or should have known that PLAINTIFFS and the other
4 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for their time
5 worked. DEFENDANT elected, either through intentional malfeasance or gross nonfeasance,
6 to not pay employees for their labor as a matter of company policy, practice and procedure, and
7 DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFFS and the other members
8 of the CALIFORNIA LABOR SUB-CLASS the correct minimum wages for their time worked.

9 81. In performing the acts and practices herein alleged in violation of California labor
10 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for
11 all time worked and provide them with the requisite compensation, DEFENDANT acted and
12 continues to act intentionally, oppressively, and maliciously toward PLAINTIFFS and the other
13 members of the CALIFORNIA LABOR SUB-CLASS with a conscious and utter disregard for
14 their legal rights, or the consequences to them, and with the despicable intent of depriving them
15 of their property and legal rights, and otherwise causing them injury in order to increase
16 company profits at the expense of these employees.

17 82. PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
18 CLASS therefore request recovery of all unpaid wages, according to proof, interest, statutory
19 costs, as well as the assessment of any statutory penalties against DEFENDANT, in a sum as
20 provided by the California Labor Code and/or other applicable statutes. To the extent minimum
21 wage compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS
22 Members who have terminated their employment, DEFENDANT's conduct also violates Labor
23 Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time
24 penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these
25 CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's conduct as alleged herein
26 was willful, intentional and not in good faith. Further, PLAINTIFFS and other CALIFORNIA
27 LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

1 **THIRD CAUSE OF ACTION**

2 **For Failure To Pay Overtime Compensation**

3 **[Cal. Lab. Code § 510]**

4 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All**
5 **Defendants)**

6 83. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-
7 CLASS, reallege and incorporate by this reference, as though full set forth herein, the prior
8 paragraphs of this Complaint.

9 84. PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
10 CLASS bring a claim for DEFENDANT's willful and intentional violations of the California
11 Labor Code and the Industrial Welfare Commission requirements for DEFENDANT's failure
12 to pay these employees for all overtime worked, including, work performed in excess of eight
13 (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any
14 workweek.

15 85. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
16 public policy, an employer must timely pay its employees for all hours worked.

17 86. Cal. Lab. Code § 510 further provides that employees in California shall not be
18 employed more than eight (8) hours per workday and more than forty (40) hours per workweek
19 unless they receive additional compensation beyond their regular wages in amounts specified
20 by law.

21 87. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
22 including minimum wage and overtime compensation and interest thereon, together with the
23 costs of suit. Cal. Lab. Code § 1198 further states that the employment of an employee for
24 longer hours than those fixed by the Industrial Welfare Commission is unlawful.

25 88. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFFS and
26 CALIFORNIA LABOR SUB-CLASS Members were required, permitted or suffered by
27 DEFENDANT to work for DEFENDANT and were not paid for all the time they worked,
28 including overtime work.

1 89. DEFENDANT's unlawful wage and hour practices manifested, without limitation,
2 applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of implementing
3 a policy and practice that failed to accurately record overtime worked by PLAINTIFFS and
4 other CALIFORNIA LABOR SUB-CLASS Members and denied accurate compensation to
5 PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS for overtime
6 worked, including, the overtime work performed in excess of eight (8) hours in a workday,
7 and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

8 90. In committing these violations of the California Labor Code, DEFENDANT
9 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
10 PLAINTIFFS and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT acted
11 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation
12 of the California Labor Code, the Industrial Welfare Commission requirements and other
13 applicable laws and regulations. As a direct result of DEFENDANT's unlawful wage practices
14 as alleged herein, the PLAINTIFFS and the other members of the CALIFORNIA LABOR
15 SUB-CLASS did not receive full compensation for overtime worked.

16 91. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
17 from the overtime requirements of the law. None of these exemptions are applicable to the
18 PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,
19 PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS were not
20 subject to a valid collective bargaining agreement that would preclude the causes of action
21 contained herein this Complaint. Rather, PLAINTIFFS bring this Action on behalf of
22 themselves and the CALIFORNIA LABOR SUB-CLASS based on DEFENDANT's violations
23 of non-negotiable, non-waiveable rights provided by the State of California.

24 92. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFFS and
25 the other members of the CALIFORNIA LABOR SUB-CLASS have been paid less for
26 overtime worked that they are entitled to, constituting a failure to pay all earned wages.

27 93. DEFENDANT failed to accurately pay the PLAINTIFFS and the other members
28 of the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they worked which

1 was in excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510,
2 1194 & 1198, even though PLAINTIFFS and the other members of the CALIFORNIA LABOR
3 SUB-CLASS were required to work, and did in fact work, overtime as to which DEFENDANT
4 failed to accurately record and pay as evidenced by DEFENDANT's business records and
5 witnessed by employees.

6 94. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
7 compensation to PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
8 CLASS for the true amount of time they worked, PLAINTIFFS and the other members of the
9 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
10 injury in amounts which are presently unknown to them and which will be ascertained
11 according to proof at trial.

12 95. DEFENDANT knew or should have known that PLAINTIFFS and the other
13 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for all overtime
14 worked. DEFENDANT elected, either through intentional malfeasance or gross nonfeasance,
15 to not pay employees for their labor as a matter of company policy, practice and procedure, and
16 DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFFS and the other members
17 of the CALIFORNIA LABOR SUB-CLASS for overtime worked.

18 96. In performing the acts and practices herein alleged in violation of California labor
19 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for
20 all overtime worked and provide them with the requisite overtime compensation, DEFENDANT
21 acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFFS and
22 the other members of the CALIFORNIA LABOR SUB-CLASS with a conscious of and utter
23 disregard for their legal rights, or the consequences to them, and with the despicable intent of
24 depriving them of their property and legal rights, and otherwise causing them injury in order
25 to increase company profits at the expense of these employees.

26 97. PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
27 CLASS therefore request recovery of all overtime wages, according to proof, interest, statutory
28 costs, as well as the assessment of any statutory penalties against DEFENDANT, in a sum as

1 provided by the California Labor Code and/or other applicable statutes. To the extent minimum
2 and/or overtime compensation is determined to be owed to the CALIFORNIA LABOR SUB-
3 CLASS Members who have terminated their employment, DEFENDANT's conduct also
4 violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to
5 waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf
6 of these CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's conduct as alleged
7 herein was willful, intentional and not in good faith. Further, PLAINTIFFS and other
8 CALIFORNIA LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

9
10 **FOURTH CAUSE OF ACTION**

11 **For Failure to Provide Required Meal Periods**

12 **[Cal. Lab. Code §§ 226.7 & 512]**

13 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All**
14 **Defendants)**

15 98. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-
16 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
17 paragraphs of this Complaint.

18 99. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time
19 failed to provide all the legally required off-duty meal breaks to PLAINTIFFS and the other
20 CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order and
21 Labor Code. The nature of the work performed by PLAINTIFFS and CALIFORNIA LABOR
22 SUB-CLASS MEMBERS did not prevent these employees from being relieved of all of their
23 duties for the legally required off-duty meal periods. As a result of their rigorous work
24 schedules, PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members were from
25 time to time not fully relieved of duty by DEFENDANT for their meal periods. Additionally,
26 DEFENDANT's failure to provide PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS
27 Members with legally required meal breaks prior to their fifth (5th) hour of work is evidenced
28 by DEFENDANT's business records from time to time. Further, DEFENDANT failed to

1 provide PLAINTIFFS and CALIFORNIA CLASS Members with a second off-duty meal
2 period in some workdays in which these employees were required by DEFENDANT to work
3 ten (10) hours of work from time to time. As a result, PLAINTIFFS and other members of the
4 CALIFORNIA LABOR SUB-CLASS therefore forfeited meal breaks without additional
5 compensation and in accordance with DEFENDANT's strict corporate policy and practice.

6 100. DEFENDANT further violates California Labor Code §§ 226.7 and the applicable
7 IWC Wage Order by failing to compensate PLAINTIFFS and CALIFORNIA LABOR SUB-
8 CLASS Members who were not provided a meal period, in accordance with the applicable
9 Wage Order, one additional hour of compensation at each employee's regular rate of pay for
10 each workday that a meal period was not provided.

11 101. As a proximate result of the aforementioned violations, PLAINTIFFS and
12 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
13 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
14 suit.

15
16 **FIFTH CAUSE OF ACTION**

17 **For Failure to Provide Required Rest Periods**

18 **[Cal. Lab. Code §§ 226.7 & 512]**

19 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All**
20 **Defendants)**

21 102. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-
22 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
23 paragraphs of this Complaint.

24 103. PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members were
25 from time to time required to work in excess of four (4) hours without being provided ten (10)
26 minute rest periods. Further, these employees from time to time were denied their first rest
27 periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours,
28 a first and second rest period of at least ten (10) minutes for some shifts worked of between six

(6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time. PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members were also not provided with one hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members were periodically denied their proper rest periods by DEFENDANT and DEFENDANT's managers.

104. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS Members who were not provided a rest period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that rest period was not provided.

105. As a proximate result of the aforementioned violations, PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

SIXTH CAUSE OF ACTION

For Failure to Provide Accurate Itemized Statements

[Cal. Lab. Code § 226]

(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

106. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

107. Cal. Labor Code § 226 provides that an employer must furnish employees with an "accurate itemized" statement in writing showing:

- (1) gross wages earned,
- (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under

1 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
2 Commission,
3 (3) the number of piece-rate units earned and any applicable piece rate if the employee
4 is paid on a piece-rate basis,
5 (4) all deductions, provided that all deductions made on written orders of the employee
6 may be aggregated and shown as one item,
7 (5) net wages earned,
8 (6) the inclusive dates of the period for which the employee is paid,
9 (7) the name of the employee and his or her social security number, except that by
10 January 1, 2008, only the last four digits of his or her social security number or an
11 employee identification number other than a social security number may be shown on
12 the itemized statement,
13 (8) the name and address of the legal entity that is the employer, and
14 (9) all applicable hourly rates in effect during the pay period and the corresponding
15 number of hours worked at each hourly rate by the employee.

16 108. From time to time, DEFENDANT also failed to provide PLAINTIFFS and the
17 other members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate wage
18 statements which failed to show, among other things, the correct gross and net wages earned.
19 Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her employees
20 with an accurate itemized wage statement in writing showing, among other things, gross wages
21 earned and all applicable hourly rates in effect during the pay period and the corresponding
22 amount of time worked at each hourly rate. PLAINTIFFS and CALIFORNIA LABOR SUB-
23 CLASS Members were paid on an hourly basis. As such, the wage statements should reflect
24 all applicable hourly rates during the pay period and the total hours worked, and the applicable
25 pay period in which the wages were earned pursuant to California Labor Code Section 226(a).
26 The wage statements DEFENDANT provided to PLAINTIFFS and other CALIFORNIA
27 LABOR SUB-CLASS Members failed to identify such information. More specifically, the
28 wage statements failed to identify the accurate total hours worked each pay period. When the
hours shown on the wage statements were added up, they did not equal the actual total hours
worked during the pay period in violation of Cal. Lab. Code 226(a)(2). Aside, from the
violations listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFFS an
itemized wage statement that lists all the requirements under California Labor Code 226 *et seq.*
As a result, DEFENDANT from time to time provided PLAINTIFFS and the other members
of the CALIFORNIA LABOR SUB-CLASS with wage statements which violated Cal. Lab.
Code § 226.

1 109. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code
2 § 226, causing injury and damages to PLAINTIFFS and the other members of the
3 CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs
4 expended calculating the correct wages for all missed meal and rest breaks and the amount of
5 employment taxes which were not properly paid to state and federal tax authorities. These
6 damages are difficult to estimate. Therefore, PLAINTIFFS and the other members of the
7 CALIFORNIA LABOR SUB-CLASS may elect to recover liquidated damages of fifty dollars
8 (\$50.00) for the initial pay period in which the violation occurred, and one hundred dollars
9 (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, in
10 an amount according to proof at the time of trial (but in no event more than four thousand
11 dollars (\$4,000.00) for PLAINTIFFS and each respective member of the CALIFORNIA
12 LABOR SUB-CLASS herein).

13
14 **SEVENTH CAUSE OF ACTION**

15 **For Failure to Reimburse Employees for Required Expenses**

16 **[Cal. Lab. Code § 2802]**

17 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All**
18 **Defendants)**

19 110. PLAINTIFFS and the other CALIFORNIA LABOR SUB-CLASS members
20 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs
21 of this Complaint.

22 111. Cal. Lab. Code § 2802 provides, in relevant part, that:

23 An employer shall indemnify his or her employee for all necessary expenditures
24 or losses incurred by the employee in direct consequence of the discharge of his
25 or her duties, or of his or her obedience to the directions of the employer, even
 though unlawful, unless the employee, at the time of obeying the directions,
 believed them to be unlawful.

26 112. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802, by
27 failing to indemnify and reimburse PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS
28

1 members for required expenses incurred in the discharge of their job duties for DEFENDANT's
2 benefit. DEFENDANT failed to reimburse PLAINTIFFS and the CALIFORNIA LABOR
3 SUB-CLASS members for expenses which included, but were not limited to, costs related to
4 using their personal cellular phones on behalf of and for the benefit of DEFENDANT.
5 Specifically, PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members were
6 required by DEFENDANT to use their personal cellular phones and home offices in order to
7 perform work related job tasks. DEFENDANT's policy and practice was to not reimburse
8 PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS members for expenses resulting
9 from using their personal cellular phones and home offices for DEFENDANT within the course
10 and scope of their employment for DEFENDANT. These expenses were necessary to complete
11 their principal job duties. DEFENDANT is estopped by DEFENDANT's conduct to assert any
12 waiver of this expectation. Although these expenses were necessary expenses incurred by
13 PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS members, DEFENDANT failed
14 to indemnify and reimburse PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS
15 members for these expenses as an employer is required to do under the laws and regulations of
16 California.

17 113. PLAINTIFFS therefore demand reimbursement for expenditures or losses
18 incurred by themselves and the CALIFORNIA LABOR SUB-CLASS members in the discharge
19 of their job duties for DEFENDANT, or their obedience to the directions of DEFENDANT,
20 with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

21
22 **EIGHTH CAUSE OF ACTION**

23 **For Failure to Pay Wages When Due**

24 **[Cal. Lab. Code §§ 201, 202, 203]**

25 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS**
26 **and Against All Defendants)**

1 114. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-
2 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior
3 paragraphs of this Complaint.

4 115. Cal. Lab. Code § 200 provides, in relevant part, that:

As used in this article:

5 (a) "Wages" includes all amounts for labor performed by employees of every
6 description, whether the amount is fixed or ascertained by the standard of
time, task, piece, Commission basis, or other method of calculation.

7 (b) "Labor" includes labor, work, or service whether rendered or performed
8 under contract, subcontract, partnership, station plan, or other agreement if
the labor to be paid for is performed personally by the person demanding
payment.

9 116. Cal. Lab. Code § 201 provides, in relevant part, "that If an employer discharges
10 an employee, the wages earned and unpaid at the time of discharge are due and payable
11 immediately."

12 117. Cal. Lab. Code § 202 provides, in relevant part, that:

13 If an employee not having a written contract for a definite period quits his or
14 her employment, his or her wages shall become due and payable not later
than 72 hours thereafter, unless the employee has given 72 hours previous
15 notice of his or her intention to quit, in which case the employee is entitled
to his or her wages at the time of quitting. Notwithstanding any other
16 provision of law, an employee who quits without providing a 72-hour notice
shall be entitled to receive payment by mail if he or she so requests and
designates a mailing address. The date of the mailing shall constitute the date
17 of payment for purposes of the requirement to provide payment within 72
hours of the notice of quitting.

18 118. There was no definite term in PLAINTIFFS' or any CALIFORNIA LABOR
19 SUB-CLASS Members' employment contract.

20 119. Cal. Lab. Code § 203 provides, in relevant part, that:

21 If an employer willfully fails to pay, without abatement or reduction, in
22 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
employee who is discharged or who quits, the wages of the employee shall
23 continue as a penalty from the due date thereof at the same rate until paid or
until an action therefor is commenced; but the wages shall not continue for
24 more than 30 days.

25 120. The employment of PLAINTIFFS and many CALIFORNIA LABOR SUB-
26 CLASS Members has terminated and DEFENDANT has not tendered payment of all wages
27 owed as required by law. Additionally, at all times during the term of PLAINTIFFS'
28 employment with DEFENDANT, PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS

1 Members earned and accrued vested vacation and holiday time on the date of their termination
2 pursuant to DEFENDANT's uniform vacation policies and applicable California law. The
3 amount of vacation pay PLAINTIFFS and the other CALIFORNIA LABOR SUB-CLASS
4 Members earned and accumulated is evidenced by DEFENDANT's business records.
5 Additionally, DEFENDANT also underpaid accrued vested vacation wages to PLAINTIFFS
6 and other CALIFORNIA LABOR SUB-CLASS MEMBERS by failing to pay such wages at
7 the regular rate of pay and more specifically the final rate of pay that included all non-
8 discretionary incentive compensation. Rather than pay vacation wages at the regular rate of
9 pay, DEFENDANT underpaid vacation wages to PLAINTIFFS and other CALIFORNIA
10 LABOR SUB-CLASS Members at their base rates of pay, instead of including all of
11 PLAINTIFFS' and CALIFORNIA LABOR SUB-CLASS Members' non-discretionary
12 incentive compensation into the vacation wage payment calculations. DEFENDANT failed to
13 specify in DEFENDANT's written vacation policy the rate at which PLAINTIFFS and other
14 CALIFORNIA LABOR CLASS Members would be paid vacation upon leaving employment
15 with DEFENDANT. As a result of DEFENDANT's unlawful practice, policy and procedure to
16 deny paying the PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
17 CLASS all of their vested vacation and holiday time, DEFENDANT failed to pay the
18 PLAINTIFFS and the members of the CALIFORNIA LABOR SUB-CLASS all vested vacation
19 time as wages due upon employment termination, in violation of the California Labor Code,
20 Sections 201, 202, 203 and 227.3. Similarly, DEFENDANT underpaid waiting time penalties
21 to PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members at their base rates
22 of pay, instead of including all of PLAINTIFFS' and CALIFORNIA LABOR SUB-CLASS
23 Members' non-discretionary compensation into the waiting time penalty calculations. This
24 failure by DEFENDANT is believed to be the result of DEFENDANT's unlawful, unfair and
25 deceptive refusal to provide compensation for earned, accrued and vested vacation and holiday
26 time, as well as the corresponding waiting time penalties that were paid. DEFENDANT
27 perpetrated this unlawful, unfair and deceptive practice to the detriment of the PLAINTIFFS
28 and the members of the CALIFORNIA LABOR SUB-CLASS . DEFENDANT's uniform

1 practice and policy of failing to pay the LABOR SUB-CLASS Members for all vested vacation
2 and holiday time accumulated at employment termination violated and continues to violate
3 Section 227.3 of the California Labor Code.

4 121. Therefore, as provided by Cal Lab. Code § 203, on behalf of themselves and the
5 members of the CALIFORNIA LABOR SUB-CLASS whose employment has terminated and
6 who have not been fully paid their wages due to them, PLAINTIFFS demand thirty days of pay
7 as penalty for not paying all wages due at time of termination for all employees who terminated
8 employment during the CALIFORNIA LABOR SUB-CLASS PERIOD and demand an
9 accounting and payment of all wages due, plus interest and statutory costs as allowed by law.

10
11 **NINTH CAUSE OF ACTION**

12 **For Failure to Pay Sick Pay Wages**

13 **[Cal. Lab. Code §§ 201-203, 210, 233, 246]**

14 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS**
15 **and Against All Defendants)**

16 122. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-
17 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior
18 paragraphs of this Complaint.

19 123. Cal Lab. Code § 233 provides that an employer must permit an employee to
20 use accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then current
21 rate of entitlement. Cal Lab. Code § 246 provides that an employee is entitled to sick pay
22 wages for use of accrued sick leave pursuant to Cal Lab. Code § 246.5. Specifically, once
23 accrued sick leave is used as paid sick time, an employee has a vested right to sick pay wages,
24 which an employer must calculate and compensate based on one of two calculations: (i) "Paid
25 sick time for nonexempt employees shall be calculated in the same manner as the regular rate
26 of pay for the workweek in which the employee uses paid sick time, whether or not the
27 employee actually works overtime in that workweek," or (ii) "Paid sick time for nonexempt
28 employees shall be calculated by dividing the employee's total wages, not including overtime

1 premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days
2 of employment." Under Cal Lab. Code §§ 218 and 233, employees may sue to recover
3 underpaid sick pay wages as damages.

4 124. As a matter of policy and practice, DEFENDANT pays sick pay wages to
5 PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS at the
6 incorrect rate of pay. PLAINTIFFS and the other members of the CALIFORNIA LABOR-
7 SUB-CLASS regularly use accrued sick leave in the workweeks in which they also earn non-
8 hourly remuneration. As a matter of policy and practice, DEFENDANT pays sick pay wages
9 to PLAINTIFFS and the other members of the CALIFORNIA LABOR-SUB-CLASS at the
10 base hourly pay, as opposed to the regular rate of pay, which would consider all non-hourly
11 remuneration in addition to base hourly wages, or the rate resulting from dividing the
12 employee's total wages, not including overtime premium pay, by the employee's total hours
13 worked in the full pay periods of the prior 90 days of employment. As a result, DEFENDANT
14 underpaid sick pay wages to PLAINTIFFS and the other members of the CALIFORNIA
15 LABOR-SUB-CLASS.

16 125. Cal. Lab. Code § 246 specifically requires that, upon use of accrued sick leave,
17 vested sick pay wages are due and to be paid no later than the payday for the next regular
18 payroll period after accrued sick leave is used as paid sick time. Similarly, Cal. Lab. Code §
19 201 provides that if an employer discharges an employee, wages earned and unpaid at the time
20 of discharge are due and payable immediately. Cal. Lab. Code § 202 provides that an employee
21 is entitled to receive all unpaid wages no later than 72 hours after an employee quits his or her
22 employment, unless the employee has given 72-hour notice of his or her intention to quit, in
23 which case the employee is entitled to his or her wages at the time of quitting. The Labor Code
24 penalizes untimely payments. For example, Cal. Lab. Code § 203 provides that if an employer
25 willfully fails to pay wages owed in accordance with Cal. Lab. Code §§ 201-202, then the
26 wages of the employee shall continue as a penalty from the due date, and at the same rate until
27 paid, but the wages shall not continue for more than thirty (30) days. Likewise, Cal. Lab. Code
28

§ 210 provides penalties for untimely payments during employment. Under Cal. Lab. Code §§ 203, 210 and 218, employees may sue to recover applicable penalties.

126. As alleged herein and as a matter of policy and practice, DEFENDANT routinely underpays sick pay wages and thus did not timely pay PLAINTIFFS and the other members of the CALIFORNIA LABOR-SUB-CLASS all owing and underpaid sick pay wages. As a result, DEFENDANT violates Cal. Lab. Code §§ 201-203, 210, 233, and 246, among other Labor Code provisions. PLAINTIFFS are informed and believe that DEFENDANT was advised by skilled lawyers and knew, or should have known, of the mandates of the Labor Code as it relates to PLAINTIFFS' allegations, especially since the California Supreme Court has explained that "[c]ourts have recognized that 'wages' also include those benefits to which an employee is entitled as a part of his or her compensation, including money, room, board, clothing, vacation pay, and sick pay." *Murphy v. Kenneth Cole Prods., Inc.*, 40 Cal. 4th 1094, 1103 (2007)(emphasis added). Because DEFENDANT willfully fails to timely pay PLAINTIFFS and the other members of the CALIFORNIA LABOR-SUB-CLASS all sick pay wages due, DEFENDANT is subject to applicable penalties.

127. Such a pattern, practice, and uniform administration of corporate policy is unlawful and entitles PLAINTIFFS and the other members of the CALIFORNIA LABOR-SUB-CLASS to underpaid sick pay wages, including interest thereon, applicable penalties, attorney's fees, and costs of suit.

TENTH CAUSE OF ACTION

For Violation of the Private Attorneys General Act

[Cal. Lab. Code §§ 2698, et seq.]

(By PLAINTIFFS and Against All Defendants)

128. PLAINTIFFS reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

129. PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who do so as the proxy or agent of the

1 state's labor law enforcement agencies. An action to recover civil penalties under PAGA is
2 fundamentally a law enforcement action designed to protect the public and not to benefit private
3 parties. The purpose of the PAGA is not to recover damages or restitution, but to create a
4 means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In
5 enacting PAGA, the California Legislature specified that "it was ... in the public interest to
6 allow aggrieved employees, acting as private attorneys general to recover civil penalties for
7 Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be
8 subject to arbitration.

9 130. PLAINTIFFS, and such persons that may be added from time to time who satisfy
10 the requirements and exhaust the administrative procedures under the Private Attorney General
11 Act, bring this Representative Action on behalf of the State of California with respect to
12 themselves and all individuals who are or previously were employed by DEFENDANT in
13 California and classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during
14 the time period of September 21, 2022 until a date as determined by the Court (the "PAGA
15 PERIOD").

16 131. On August 18, 2023, Plaintiff Marquina gave written notice by electronic mail
17 to the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
18 employer of the specific provisions of this code alleged to have been violated as required by
19 Labor Code § 2699.3. On November 2, 2023, Plaintiff Louka provided Defendants and the
20 California Labor & Workforce Development Agency ("LWDA") with written notice, via online
21 filing and via certified mail, of the specific provisions of the Labor Code alleged to have been
22 violated by Defendants, and the facts and theories to support the allegations. The LWDA
23 assigned Plaintiff Louka's matter Case No. LWDA-CM-991494-23. The statutory waiting
24 period for PLAINTIFFS to add these allegations to the Complaint has expired. To date, the
25 LWDA has not notified PLAINTIFFS nor DEFENDANTS that it intends to investigate the
26 alleged violations contained in either Plaintiff Marquina's August 18, 2023 notice or Plaintiff
27 Louka's November 2, 2023 notice. As a result, pursuant to Section 2699.3, PLAINTIFFS may
28 now commence a representative civil action under PAGA pursuant to Section 2699 as the

proxies of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

132. PLAINTIFFS may maintain this cause of action against Defendants for civil penalties under Labor Code Section 2698 et seq. regardless of whether PLAINTIFFS' allegations contained herein are certified for class treatment.

133. PLAINTIFFS have not alleged any violation of Division 5 (commencing with Section 6300) of the Labor Code.

134. The policies, acts and practices heretofore described were and are an unlawful business act or practice because DEFENDANT (a) failed to provide PLAINTIFFS and the AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record and provide legally required meal and rest periods, (c) failed to pay minimum wages, (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for required expenses, (f) failed to provide wages when due, and (g) failed to provide suitable seating, all in violation of the applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and the applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such conduct. PLAINTIFFS hereby seek recovery of civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the representatives of the State of California for the illegal conduct perpetrated on PLAINTIFFS and the AGGRIEVED EMPLOYEES.

135. All of the conduct and violations alleged herein occurred during the PAGA PERIOD. To the extent that any of the conduct and violations alleged herein did not affect PLAINTIFFS during the PAGA PERIOD, PLAINTIFFS seek penalties for those violations that affected the AGGRIEVED EMPLOYEES pursuant to Carrington v. Starbucks Corp. 2018 AJDAR 12157 (Certified for Publication 12/19/18).

1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFFS pray for judgment against each Defendant, jointly and
3 severally, as follows:

4 1. On behalf of the CALIFORNIA CLASS:

- 5 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA
6 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
7 B) An order temporarily, preliminarily and permanently enjoining and restraining
8 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
9 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully
10 withheld from compensation due to PLAINTIFFS and the other members of the
11 CALIFORNIA CLASS; and,
12 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund
13 for restitution of the sums incidental to DEFENDANT's violations due to
14 PLAINTIFFS and to the other members of the CALIFORNIA CLASS.

15 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- 16 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth
17 and Ninth Causes of Action asserted by the CALIFORNIA LABOR SUB-
18 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
19 B) Compensatory damages, according to proof at trial, including compensatory
20 damages for minimum and overtime compensation due PLAINTIFFS and the
21 other members of the CALIFORNIA LABOR SUB-CLASS, during the
22 applicable CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon
23 at the statutory rate;
24 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period
25 in which a violation occurs and one hundred dollars (\$100) per each member of
26 the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay
27 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
28 an award of costs for violation of Cal. Lab. Code § 226;

- 1 D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512, and
2 the applicable IWC Wage Order;
- 3 E) For liquidated damages pursuant to California Labor Code Sections 1194.2 and
4 1197;
- 5 F) The amount of the expenses PLAINTIFFS and each member of the
6 CALIFORNIA LABOR SUBCLASS incurred in the course of their job duties,
7 plus interest, and costs of suit.; and,
- 8 G) The wages of all terminated employees in the CALIFORNIA LABOR
9 SUB-CLASS as a penalty from the due date thereof at the same rate until paid or
10 until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.
- 11 3. On behalf of the State of California and with respect to all AGGRIEVED
12 EMPLOYEES:
- 13 A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
14 General Act of 2004.
- 15 4. On all claims:
- 16 A) An award of interest, including prejudgment interest at the legal rate;
- 17 B) Such other and further relief as the Court deems just and equitable; and,
- 18 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the
19 law, including, but not limited to, pursuant to Labor Code §221, §226, §1194,
20 and/or §2802.

21 Dated: May 14, 2025

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
BLANCHARD, KRASNER & FRENCH
MATCHA LAW
LAW OFFICE OF DAVID A. HUCH

24 By: /s/ Nicholas J. De Blouw

25 Norman B. Blumenthal
Nicholas J. De Blouw

26 *Attorneys for Plaintiffs*

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DEMAND FOR A JURY TRIAL

PLAINTIFFS demand a jury trial on issues triable to a jury.

Dated: May 14, 2025

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
BLANCHARD, KRASNER & FRENCH
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