

**Electronically Filed
by Superior Court of CA,
County of Santa Clara,
on 10/6/2023 2:57 PM
Reviewed By: R. Walker
Case #23CV416772
Envelope: 13235040**

Orlando Villalba (SBN 232165)
Orlando.Villalba@capstonelawyers.com
Helga Hakimi (SBN 257381)
Helga.Hakimi@capstonelawyers.com
Joseph D. Parsons (SBN 340074)
Joey.Parsons@capstonelawyers.com
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiff Joel Singleton

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

JOEL SINGLETON, individually, and on
behalf of other members of the general
public similarly situated, and as an
aggrieved employee pursuant to the Private
Attorneys General Act ("PAGA"),

Plaintiff,

vs.

VALET LIVING, LLC, a Delaware limited
liability company; VALET LIVING
TURNS LLC, a Delaware limited liability
company, and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 23CV416772

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

- (1) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (2) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (3) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (4) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (5) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (6) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (7) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (8) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(9) Violation of California Business &
Professions Code §§ 17200, *et seq.* (Unfair
Business Practices)

Jury Trial Demanded

1 Plaintiff Joel Singleton, individually and on behalf of all other members of the public
2 similarly situated, and as an aggrieved employee and on behalf of all aggrieved employees,
3 alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt,
9 hourly paid employees and received at least one wage statement and against whom one or
10 more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any
11 provision regulating hours and days of work in the applicable Industrial Welfare Commission
12 (“IWC”) Wage Order were committed, as set forth in this complaint. The monetary damages,
13 penalties, and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the
14 Superior Court and will be established according to proof at trial. This Court has jurisdiction
15 over this action pursuant to the California Constitution, Article VI, section 10. The statutes
16 under which this action is brought do not specify any other basis for jurisdiction. Plaintiff’s
17 share of damages, penalties, and other relief sought in this action does not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of
21 jurisdiction over them by the California courts consistent with traditional notions of fair play
22 and substantial justice.

23 3. Venue is proper in this Court, because Defendants employ persons within the
24 County of Santa Clara, and have violated the requirements of the California Labor Code and
25 applicable Wage Order in this county which give rise to the penalties sought in this action.
26 Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements of the
27 California Labor Code and applicable IWC Wage Order in at least one location within the
28 County of Santa Clara, including Defendants’ jobsite(s) in San Jose, California. Pursuant to

1 California Civil Code of Procedure section 393, venue is proper for the recovery of a penalty
2 or forfeiture imposed by statute in the county in which the cause, or some part of the cause,
3 arose. Because Defendants have employees in Santa Clara County and Plaintiff could bring
4 this action to recover penalties in Santa Clara County, venue is proper.

5 **THE PARTIES**

6 4. Plaintiff Joel Singleton is a resident of Oakland, California. Defendants
7 employed Plaintiff as an hourly paid, non-exempt employee from approximately July 2022 to
8 September 2022. Plaintiff worked for Defendants as a Service Valet - Non Driver and Service
9 Valet in Training - Non Driver, at their jobsite located in Oakland, California. During his
10 employment, Plaintiff typically worked four (4) hours or more per day, and four (4) days or
11 more per week. Plaintiff's primary job duties included, without limitation, completing
12 doorstep trash pick-up and recycling services and documenting trash pick-up and drop-off.

13 5. VALET LIVING, LLC was and is, upon information and belief, a Delaware
14 limited liability company, and at all times hereinafter mentioned, an employer whose
15 employees are engaged throughout this county, the State of California, or the various states of
16 the United States of America.

17 6. VALET LIVING TURNS LLC was and is, upon information and belief, a
18 Delaware limited liability company, and at all times hereinafter mentioned, an employer
19 whose employees are engaged throughout this county, the State of California, or the various
20 states of the United States of America.

21 7. Plaintiff is unaware of the true names or capacities of the Defendants sued
22 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
23 amend the complaint and serve such fictitiously named Defendants once their names and
24 capacities become known.

25 8. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
26 were the partners, agents, owners, or managers of VALET LIVING, LLC and VALET
27 LIVING TURNS LLC at all relevant times.

28 9. Plaintiff is informed and believes, and thereon alleges, that each and all of the

1 acts and omissions alleged herein was performed by, or is attributable to, VALET LIVING,
2 LLC; VALET LIVING TURNS LLC; and/or DOES 1 through 10 (collectively, “Defendants”
3 or “VALET LIVING”), each acting as the agent, employee, alter ego, and/or joint venturer of,
4 or working in concert with, each of the other co-Defendants and was acting within the course
5 and scope of such agency, employment, joint venture, or concerted activity with legal
6 authority to act on the others’ behalf. The acts of any and all Defendants were in accordance
7 with, and represent, the official policy of Defendants.

8 10. At all relevant times, Defendants, and each of them, ratified each and every act
9 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
10 and abetted the acts and omissions of each and all the other Defendants in proximately causing
11 the damages herein alleged.

12 11. Plaintiff is informed and believes, and thereon alleges, that each of said
13 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
14 omissions, occurrences, and transactions alleged herein.

15 12. Under California law, Defendants are jointly and severally liable as employers
16 for the violations alleged herein because they have each exercised sufficient control over the
17 wages, hours, working conditions, and employment status of Plaintiff and class members.
18 Each Defendant had the power to hire and fire Plaintiff and class members, supervised and
19 controlled their work schedule and/or conditions of employment, determined their rate of pay,
20 and maintained their employment records. Defendants suffered or permitted Plaintiff and
21 class members to work and/or “engaged” Plaintiff and class members so as to create a
22 common-law employment relationship. As joint employers of Plaintiff and class members,
23 Defendants are jointly and severally liable for the civil penalties and all other relief available
24 to Plaintiff and class members under the law.

25 13. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
26 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class
27 members because Defendants have:

28 (a) jointly exercised meaningful control over the work performed by

1 Plaintiff and class members;

- 2 (b) jointly exercised meaningful control over Plaintiff's and class members'
3 wages, hours, and working conditions, including the quantity, quality
4 standards, speed, scheduling, and operative details of the tasks
5 performed by Plaintiff and class members;
- 6 (c) jointly required that Plaintiff and class members perform work which is
7 an integral part of Defendants' businesses; and
- 8 (d) jointly exercised control over Plaintiff and class members as a matter of
9 economic reality in that Plaintiff and class members were dependent on
10 Defendants, who shared the power to set the wages of Plaintiff and class
11 members and determined their working conditions, and who jointly
12 reaped the benefits from the underpayment of their wages and
13 noncompliance with other statutory provisions governing their
14 employment.

15 14. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
16 there has existed a unity of interest and ownership between Defendants such that any
17 individuality and separateness between the entities has ceased.

18 15. VALET LIVING, LLC; VALET LIVING TURNS LLC; and DOES 1 through
19 10 are therefore alter egos of each other.

20 16. Adherence to the fiction of the separate existence of Defendants would permit
21 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
22 from liability for the wrongful acts committed by them under the name VALET LIVING.

23 17. Plaintiff further alleges, upon information and belief, that Defendants VALET
24 LIVING, LLC and VALET LIVING TURNS LLC are alter egos of each other for the
25 following reasons:

- 26 (a) On the California Secretary of State's website
27 (<https://bizfileonline.sos.ca.gov/>), VALET LIVING, LLC and VALET
28 LIVING TURNS LLC have the same principal address and mailing

address, “100 S ASHLEY DR STE 700 TAMPA, FL 33602”;

- (b) According to their most recent “Statement of Information” forms filed with the California Secretary of State, VALET LIVING, LLC and VALET LIVING TURNS LLC share common officers, managers and/or members, including, but not limited to, Patrick Shawn Handrahan;
- (c) According to “Statement of Information” forms filed with the California Secretary of State, VALET LIVING, LLC and VALET LIVING TURNS LLC share the same agent for service of process, “REGISTERED AGENT SOLUTIONS, INC.”; and
- (d) On information and belief, VALET LIVING, LLC and VALET LIVING TURNS LLC utilize the same standardized employment forms and issue the same employment policies.

GENERAL ALLEGATIONS

18. Defendants are a provider of doorstep waste collection and other amenity services such as housekeeping, dog walking, and dry cleaning for the multifamily housing industry. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their corporate headquarters in Tampa, Florida, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

19. In particular, Plaintiff and class members, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees’ assigned locations or positions.

20. Upon information and belief, Defendants maintain a centralized Payroll department at their corporate headquarters in Tampa, Florida, which processes payroll for all non-exempt, hourly paid employees working for Defendants at their various locations in

1 California, including Plaintiff and class members. Based upon information and belief,
2 Defendants issue the same formatted wage statements to all non-exempt, hourly paid
3 employees in California, irrespective of their work locations. Upon information and belief,
4 Defendants process payroll for departing employees in the same manner throughout the State
5 of California, regardless of the manner in which each employee's employment ends.

6 21. Defendants continue to employ non-exempt or hourly paid employees in
7 California.

8 22. Plaintiff is informed and believes, and thereon alleges, that at all times herein
9 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
10 and advisors knowledgeable about California labor and wage law, employment and personnel
11 practices, and about the requirements of California law.

12 23. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
13 members were not paid for all hours worked because all hours worked were not recorded.

14 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and class members were entitled to receive at least minimum
16 wages for compensation and that they were not receiving at least minimum wages for work
17 that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff
18 and class members were not paid at least minimum wages for work done off-the-clock.

19 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and/or class members were entitled to receive certain wages
21 for overtime compensation and that they were not receiving certain wages for overtime
22 compensation.

23 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and class members were entitled to rest periods in
25 accordance with the California Labor Code and applicable IWC Wage Order or payment of
26 one (1) additional hour of pay at their regular rates of pay when they were not authorized and
27 permitted to take a compliant rest period and that Plaintiff and class members were not
28 authorized and permitted to take compliant rest periods or provided with payment of one (1)

1 additional hour of pay at their regular rates of pay when they were not authorized and
2 permitted to take a compliant rest period.

3 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and/or class members were entitled to meal periods in
5 accordance with the California Labor Code and applicable IWC Wage Order or payment of
6 one (1) additional hour of pay at their regular rates of pay when they were not provided with
7 timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and/or class members
8 were not provided with all meal periods or payment of one (1) additional hour of pay at their
9 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
10 period.

11 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and class members were entitled to receive complete and
13 accurate wage statements in accordance with California law. In violation of the California
14 Labor Code, Plaintiff and class members were not provided complete and accurate wage
15 statements.

16 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that they had a duty to maintain accurate and complete payroll records in
18 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
19 knowingly, and intentionally failed to do so.

20 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that Plaintiff and class members were entitled to timely payment of all
22 wages earned upon termination of employment. In violation of the California Labor Code,
23 Plaintiff and class members did not receive payment of all wages due, including, but not
24 limited to, minimum wages and/or rest period premiums, within permissible time periods.

25 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and class members were entitled to timely payment of wages
27 during their employment. In violation of the California Labor Code, Plaintiff and class
28 members did not receive payment of all wages, including, but not limited to, minimum wages

1 and/or rest period premiums, within permissible time periods.

2 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that Plaintiff and class members were entitled to the portion of wages
4 previously paid and subsequently unlawfully deducted by Defendants.

5 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and class members were entitled to payment of wages as
7 designated by statute. In violation of the California Labor Code, Defendants secretly paid
8 Plaintiff and class members lower wages than required by statute while purporting to pay
9 them proper wages.

10 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and class members were entitled to receive itemized wage
12 statements or separate written statements showing the amount of paid sick leave. In violation
13 of the California Labor Code, Defendants failed to provide Plaintiff and class members with
14 written itemized wage statements showing this information.

15 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and class members were entitled to receive full
17 reimbursement for all business-related expenses and costs they incurred during the course and
18 scope of their employment and that they did not receive full reimbursement of applicable
19 business-related expenses and costs incurred.

20 36. Plaintiff is informed and believes, and thereon alleges, that at all times herein
21 mentioned, Defendants knew or should have known that Defendants had a duty to provide
22 Plaintiff and class members with written notice of the material terms of their employment with
23 Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

24 37. Plaintiff is informed and believes, and thereon alleges, that at all times herein
25 mentioned, Defendants knew or should have known that they had a duty to compensate
26 Plaintiff and class members for all hours worked, and that Defendants had the financial ability
27 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and
28 falsely represented to Plaintiff and class members that they were properly denied wages, all in

1 order to increase Defendants' profits.

2 **PAGA REPRESENTATIVE ALLEGATIONS**

3 38. At all times herein set forth, PAGA provides that any provision of law under
4 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
5 assessed and collected by the Labor and Workforce Development Agency ("LWDA") for
6 violations of the California Labor Code and applicable IWC Wage Order may, as an
7 alternative, be recovered by aggrieved employees in a civil action brought on behalf of
8 themselves and other current or former employees pursuant to procedures outlined in
9 California Labor Code section 2699.3.

10 39. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any
11 person who was employed by the alleged violator and against whom one or more of the
12 alleged violations was committed."

13 40. Plaintiff and other current and former employees of Defendants are "aggrieved
14 employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current
15 or former employees and one or more of the alleged violations were committed against them.

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

- 19 (a) The aggrieved employee or representative shall give written notice by
20 online filing with the LWDA and by certified mail to the employer of
21 the specific provisions of the California Labor Code alleged to have
22 been violated, including the facts and theories to support the alleged
23 violation.
- 24 (b) An aggrieved employee's notice filed with the LWDA pursuant to
25 2699.3(a) and any employer response to that notice shall be
26 accompanied by a filing fee of seventy-five dollars (\$75).
- 27 (c) The LWDA shall notify the employer and the aggrieved employee or
28 representative by certified mail that it does not intend to investigate the

1 alleged violation (“LWDA Notice”) within sixty (60) calendar days of
2 the postmark date of the aggrieved employee’s notice. Upon receipt of
3 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
4 (65) calendar days of the postmark date of the aggrieved employee’s
5 notice, the aggrieved employee may commence a civil action pursuant
6 to California Labor Code section 2699 to recover civil penalties.

7 42. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,
8 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
9 provision other than those listed in Section 2699.5 after the following requirements have been
10 met:

- 11 (a) The aggrieved employee or representative shall give written notice by
12 online filing with the LWDA and by certified mail to the employer of
13 the specific provisions of the California Labor Code alleged to have
14 been violated (other than those listed in Section 2699.5), including the
15 facts and theories to support the alleged violation.
- 16 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
17 2699.3(c) and any employer response to that notice shall be
18 accompanied by a filing fee of seventy-five dollars (\$75).
- 19 (c) The employer may cure the alleged violation within thirty-three (33)
20 calendar days of the postmark date of the notice sent by the aggrieved
21 employee or representative. The employer shall give written notice
22 within that period of time by certified mail to the aggrieved employee or
23 representative and by online filing with the LWDA if the alleged
24 violation is cured, including a description of actions taken, and no civil
25 action pursuant to Section 2699 may commence. If the alleged violation
26 is not cured within the 33-day period, the aggrieved employee may
27 commence a civil action pursuant to Section 2699.

28 43. On August 1, 2023, Plaintiff provided written notice by online filing to the

1 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
2 Code alleged to have been violated, including facts and theories to support the alleged
3 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
4 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
5 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned
6 Plaintiff PAGA Case Number LWDA-CM-972277-23. A true and correct copy of Plaintiff's
7 written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

8 44. As of the filing date of this complaint, over 65 days have passed since Plaintiff
9 sent the notice described above to the LWDA, and the LWDA has not responded that it
10 intends to investigate Plaintiff's claims and Defendants have not cured the violations.

11 45. Thus, Plaintiff has satisfied the administrative prerequisites under California
12 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
13 violations of California Labor Code sections 201, 202, 204, 226(a), 221, 223, 224, 226.7,
14 248.6, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

15 46. Labor Code section 558(a) provides "[a]ny employer or other person acting on
16 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
17 provision regulating hours and days of work in any order of the Industrial Welfare
18 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
19 dollars (\$50) for each underpaid employee for each pay period for which the employee was
20 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
21 underpaid employee for each pay period for which the employee was underpaid" Labor
22 Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition
23 to any other civil or criminal penalty provided by law."

24 47. Defendants, at all times relevant to this complaint, were employers or persons
25 acting on behalf of an employer(s) who violated Plaintiff's and other aggrieved employees'
26 rights by violating various sections of the California Labor Code as set forth above.

27 48. As set forth below, Defendants have violated numerous provisions of both the
28 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage

Order.

49. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 221, 223, 224, 226.7, 248.6, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

CLASS ACTION ALLEGATIONS

50. Plaintiff brings this action on his own behalf, as well as on behalf of each and all other persons similarly situated, and thus seeks class certification under California Code of Civil Procedure section 382.

51. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

52. Plaintiff's proposed class consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California, at any time from June 23, 2021, until the date of trial ("Class").

53. Plaintiff's proposed subclass consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California and who received at least one wage statement within one (1) year prior to the filing of the initial complaint until the date of trial ("Subclass").

54. Members of the Class and Subclass are referred to herein as "class members."

55. Plaintiff reserves the right to redefine the Class and Subclass and to add additional subclasses as appropriate based on further investigation, discovery, and specific theories of liability.

56. There are common questions of law and fact as to class members that predominate over questions affecting only individual members, including, but not limited to:

- (a) Whether Defendants failed to pay Plaintiff and class members at least minimum wages for all hours worked;

- (b) Whether Defendants required Plaintiff and/or class members to work over eight (8) hours per day, over twelve (12) hours per day, or over forty (40) hours per week and failed to pay all legally required overtime compensation to Plaintiff and/or class members;
- (c) Whether Defendants failed to authorize and permit Plaintiff and class members to take rest periods;
- (d) Whether Defendants failed to provide Plaintiff and/or class members with meal periods;
- (e) Whether Defendants provided Plaintiff and class members with complete and accurate wage statements as required by California Labor Code section 226(a);
- (f) Whether Defendants maintained accurate payroll records as required by California Labor Code section 1174(d);
- (g) Whether Defendants failed to pay earned minimum wages and/or rest period premiums, due to Plaintiff and class members upon their discharge;
- (h) Whether Defendants failed to timely pay minimum wages and/or rest period premiums to Plaintiff and class members during their employment;
- (i) Whether Defendants unlawfully deducted a portion of wages previously paid to Plaintiff and class members, in violation of California Labor Code sections 221 and 224;
- (j) Whether Defendants secretly paid Plaintiff and class members lower wages than required by statute while purporting to pay the proper wages, in violation of California Labor Code section 223;
- (k) Whether Defendants failed to provide Plaintiff and class members with written notice of paid sick leave;
- (l) Whether Defendants failed to reimburse Plaintiff and class members for

necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;

- (m) Whether Defendants failed to provide written notice of information material to Plaintiff's and class members' employment with Defendants;
- (n) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and
- (o) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

57. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

- (a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all class members as demonstrated herein.
- (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that he has an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement.

1 Plaintiff has incurred, and throughout the duration of this action, will
2 continue to incur costs and attorneys' fees that have been, are, and will
3 be necessarily expended for the prosecution of this action for the
4 substantial benefit of each class member.

5 (d) Superiority: The nature of this action makes the use of class action
6 adjudication superior to other methods. A class action will achieve
7 economies of time, effort, and expense as compared with separate
8 lawsuits, and will avoid inconsistent outcomes because the same issues
9 can be adjudicated in the same manner and at the same time for the
10 entire class.

11 (e) Public Policy Considerations: Employers in the State of California
12 violate employment and labor laws every day. Current employees are
13 often afraid to assert their rights out of fear of direct or indirect
14 retaliation. Former employees are fearful of bringing actions because
15 they believe their former employers might damage their future
16 endeavors through negative references and/or other means. Class
17 actions provide the class members who are not named in the complaint
18 with a type of anonymity that allows for the vindication of their rights
19 while simultaneously protecting their privacy.

20 **FIRST CAUSE OF ACTION**

21 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 22 **Minimum Wages**

23 58. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
24 and every allegation set forth above.

25 59. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
26 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
27 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
28 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "the

1 time during which an employee is subject to the control of an employer, and includes all the
2 time the employee is suffered or permitted to work, whether or not required to do so.” Cal.
3 Code Regs. Tit. 8, § 11050(2)(K) (defining “Hours Worked”).

4 60. During the relevant time period, Defendants had, and continue to have, a
5 company-wide policy and/or practice of requiring Plaintiff and class members to perform
6 tasks while off-the-clock. For example, after clocking out at the end of his scheduled shift at
7 his assigned jobsite, Defendants sometimes required Plaintiff to continue performing tasks,
8 such as traveling to other locations and assisting his supervisor with collecting trash at
9 Defendants’ other jobsites. However, it was not possible for Plaintiff and class members to
10 complete these tasks on the clock because, on information and belief, Defendants’
11 timekeeping system (a mobile application called iValet) would not permit Plaintiff and class
12 members to clock in and clock out if they were not physically located at their *assigned* jobsite
13 as designated on Defendants’ timekeeping system. Moreover, Defendants’ timekeeping
14 software often malfunctioned and had connectivity issues, which impeded Plaintiff and class
15 members from correctly recording their hours worked. As a result, Plaintiff and class
16 members could not always accurately clock in or clock out with the iValet app and, on
17 information and belief, were subject to Defendants’ management altering their time records or
18 failing to accurately record their hours worked. Essentially, due to the limitations of the
19 timekeeping application, Defendants’ supervisors maintained control and/or discretion over
20 employees’ clock-in and/or clock-out times. Thus, Defendants failed to track this time spent
21 working after shifts, and Plaintiff and class members received no compensation for this time.

22 61. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
23 and class members in violation of California Labor Code sections 1182.12, 1194, 1197,
24 1197.1, and 1198.

25 62. Defendants’ failure to pay Plaintiff and class members minimum wages violates
26 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to
27 California Labor Code section 1194.2, Plaintiff and class members are entitled to recover from
28 Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and

1 interest thereon.

2 **SECOND CAUSE OF ACTION**

3 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 4 **(Against all Defendants)**

5 63. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
6 and every allegation set forth above.

7 64. At all relevant times herein set forth, the applicable IWC Wage Order and
8 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class
9 members' employment by Defendants.

10 65. At all relevant times, the applicable IWC Wage Order provides that "[e]very
11 employer shall authorize and permit all employees to take rest periods, which insofar as
12 practicable shall be in the middle of each work period" and that the "rest period time shall be
13 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
14 hours or major fraction thereof" unless the total daily work time is less than three and one-half
15 (3 ½) hours.

16 66. At all relevant times, California Labor Code section 226.7 provides that no
17 employer shall require an employee to work during any rest period mandated by an applicable
18 order of the California IWC. To comply with its obligation to authorize and permit rest
19 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
20 employer must "relinquish any control over how employees spend their break time, and
21 relieve their employees of all duties—including the obligation that an employee remain on
22 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services,*
23 *Inc.*, 2 Cal. 5th 257, 273 (2016). Pursuant to the applicable IWC Wage Order and California
24 Labor Code section 226.7(c), Plaintiff and class members are entitled to recover from
25 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
26 required rest period was not authorized and permitted.

27 67. During the relevant time period, Defendants regularly failed to authorize and
28 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour

1 period worked or major fraction thereof. Defendants had, and continue to have, a company-
2 wide policy and/or practice of understaffing while assigning heavy workloads, which resulted
3 in a lack of rest period coverage because there were too few employees on duty to handle the
4 heavy workloads and provide rest period coverage. Also, Defendants have systematically, and
5 on a company-wide basis, understaffed some of their jobsites by adopting a single-staffing
6 model, whereby only one employee was scheduled to work at certain locations, thereby failing
7 to provide adequate rest period coverage to permit those employees to take compliant rest
8 periods. For example, Plaintiff was assigned to complete garbage pickup duties for an entire
9 16-floor building with about 200 units within a specific time frame, with no other employees
10 available to provide him with rest period coverage. Moreover, Defendants had a company-
11 wide practice of wholly failing to schedule rest periods, which further led to Plaintiff and class
12 members not being authorized and permitted to take rest periods.

13 68. Furthermore, upon information and belief, during the relevant time period,
14 Defendants maintained and implemented a company-wide on-premises rest period policy,
15 which effectively required that Plaintiff and class members remain on the work premises (or
16 assigned jobsites) during their rest periods. Because Plaintiff and class members were
17 restricted from leaving the premises during rest periods, they were denied the ability to use
18 their rest periods freely for their own purposes, such as running personal errands. Thus,
19 Defendants effectively maintained control over Plaintiff and class members during rest
20 periods.

21 69. As a result of Defendants' practices and policies, Plaintiff and class members
22 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
23 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
24 throughout his employment, Plaintiff had to forego his rest periods because he did not have
25 sufficient coverage.

26 70. Defendants have also engaged in a systematic, company-wide practice and/or
27 policy of not paying rest period premiums owed when rest periods are not authorized and
28 permitted. Because of this practice and/or policy, Plaintiff and class members have not

1 received premium pay for missed rest periods. As a result, Defendants denied Plaintiff and
2 class members rest periods and failed to pay them full rest period premiums due, in violation
3 of Labor Code sections 226.7 and 516, and the applicable IWC Wage Order.

4 71. Defendants' conduct violates the applicable IWC Wage Order and California
5 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled
6 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
7 compensation for each work day that a compliant rest period was not authorized and
8 permitted.

9 **THIRD CAUSE OF ACTION**

10 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage** 11 **Statements and Failure to Maintain Accurate Payroll Records** 12 **(Against all Defendants)**

13 72. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
14 and every allegation set forth above.

15 73. At all relevant times herein set forth, California Labor Code section 226(a)
16 provides that every employer shall furnish each of his or her employees an accurate and
17 complete itemized wage statement in writing, including, but not limited to, the name and
18 address of the legal entity that is the employer, the inclusive dates of the pay period, total
19 hours worked, and all applicable rates of pay.

20 74. At all relevant times, Defendants have knowingly and intentionally provided
21 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements.
22 For example, Defendants issued uniform wage statements to Plaintiff and Subclass members
23 that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all
24 applicable hourly rates in effect during the pay period and the corresponding number of hours
25 worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2),
26 226(a)(5), and 226(a)(9).

27 75. Because Defendants did not record the time Plaintiff and Subclass members
28 spent working off the clock, Defendants did not list the correct amount of gross wages and net

1 wages earned by Plaintiff and Subclass members in compliance with sections 226(a)(1) and
2 226(a)(5). For the same reason, Defendants failed to accurately list the total number of hours
3 worked by Plaintiff and Subclass members in violation of section 226(a)(2), and failed to list
4 the applicable hourly rates of pay in effect during the pay period and corresponding accurate
5 number of work hours worked at each hourly rate in violation of section 226(a)(9).

6 76. The wage statement deficiencies also include, without limitation, failing to list
7 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
8 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
9 for which employees were paid; failing to list the name of the employee and only the last four
10 digits of his or her social security number or an employee identification number other than a
11 social security number; failing to list the name and address of the legal entity that is the
12 employer, and/or failing to state all hours worked as a result of not recording or stating hours
13 worked off-the-clock.

14 77. California Labor Code section 1174(d) provides that “[e]very person employing
15 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
16 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
17 plants or establishments at which employees are employed, payroll records showing the hours
18 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
19 applicable piece rate paid to, employees employed at the respective plants or
20 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
21 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass
22 members showing the daily hours they worked and the wages paid thereto as a result of failing
23 to record the off-the-clock hours that they worked.

24 78. California Labor Code section 1198 provides that the maximum hours of work
25 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
26 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
27 employment of any employees for longer hours than those fixed by the order or under
28 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC

1 Wage Order, employers are required to keep accurate time records showing when the
2 employee begins and ends each work period. During the relevant time period, Defendants
3 engaged in company-wide practices and/or policies of failing to record actual hours worked,
4 and thereby failed to keep accurate records of work period start and end times for Plaintiff and
5 Subclass members, in violation of section 1198.

6 79. Plaintiff and Subclass members are entitled to recover from Defendants the
7 greater of their actual damages caused by Defendants' failure to comply with California Labor
8 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
9 employee.

10 **FOURTH CAUSE OF ACTION**
11 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon**
12 **Termination**
13 **(Against all Defendants)**

14 80. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
15 and every allegation set forth above.

16 81. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
17 that if an employer discharges an employee, the wages earned and unpaid at the time of
18 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
19 her employment, his or her wages shall become due and payable not later than seventy-two
20 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
21 his or her intention to quit, in which case the employee is entitled to his or her wages at the
22 time of quitting.

23 82. During the relevant time period, on information and belief, Defendants had a
24 company-wide practice or policy of paying departing employees their final wages late, instead
25 of adhering to the time requirements set forth in Labor Code sections 201 and 202. For
26 example, Defendants terminated Plaintiff on or about September 15, 2022. However,
27 Defendants did not provide him with his final pay until September 19, 2022. Thus,
28 Defendants failed to pay Plaintiff his final wages immediately, in violation of Labor Code

1 section 201.

2 83. Additionally, Defendants willfully failed to pay Plaintiff and class members
3 who are no longer employed by Defendants the earned and unpaid wages set forth above,
4 including but not limited to, minimum wages and/or rest period premiums, either at the time
5 of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

6 84. Defendants' failure to pay Plaintiff and class members who are no longer
7 employed by Defendants their wages earned and unpaid at the time of discharge, or within
8 seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201
9 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the
10 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a
11 thirty (30) day maximum pursuant to California Labor Code section 203.

12 **FIFTH CAUSE OF ACTION**

13 **Violation of California Labor Code § 204—Failure to Timely Pay Wages During** 14 **Employment** 15 **(Against all Defendants)**

16 85. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
17 and every allegation set forth above.

18 86. This cause of action is dependent upon, and wholly derivative of, the minimum
19 wages and/or rest period premiums that were not timely paid to Plaintiff and class members
20 during their employment.

21 87. At all times relevant herein set forth, Labor Code section 204 provides that all
22 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
23 days, inclusive, of any calendar month, other than those wages due upon termination of an
24 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
25 the month during which the labor was performed. Labor Code section 204 further provides
26 that all wages earned by any person in any employment between the sixteenth (16th) and the
27 last day, inclusive, of any calendar month, other than those wages due upon termination of an
28 employee, are due and payable between the first (1st) and the tenth (10th) day of the following

month.

88. At all times relevant herein, Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

89. During the relevant time period, Defendants willfully failed to pay Plaintiff and class members all wages due including, but not limited to, minimum wages and/or rest period premiums within the time periods specified by California Labor Code section 204.

90. Defendants' failure to pay Plaintiff and class members all wages due violates Labor Code section 204. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

SIXTH CAUSE OF ACTION

Violation of California Labor Code § 2802—Unpaid Business-Related Expenses
(Against all Defendants)

91. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

92. At all times herein set forth, California Labor Code section 2802 provides that an employer must reimburse employees for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: “[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.”

93. During the relevant time period, Defendants expected Plaintiff and class members to wear uniforms bearing the company logo, including safety vests. However,

Defendants did not provide their employees with sufficient uniforms to wear for their shifts throughout the week. For example, Defendants only provided Plaintiff with one (1) safety vest at the time of hire. Because Defendants failed to provide Plaintiff and class members with an adequate number of uniforms in relation to their scheduled shifts, Plaintiff and class members had to wash their uniforms more frequently than they otherwise do laundry, and incur expenses in doing so. For example, due to the nature of janitorial and waste collection work, Plaintiff's uniform safety vest would become stained with grease, sweaty, soiled, and/or acquire an unpleasant odor such that he was unable to mix these clothes in with his other laundry. As a result, he had to wash his uniform safety vest separately from his regular clothing, and would spend money at the laundromat for the upkeep of his uniform. Thus, Defendants failed to maintain the uniforms they required Plaintiff and class members to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

94. Defendants could have provided Plaintiff and class members with an adequate number of uniforms items or access to laundering services. Or, Defendants could have reimbursed employees for the costs of their laundering expenses or provided a uniform maintenance allowance. Instead, Defendants passed these operating costs off onto Plaintiff and class members.

95. Defendants' company-wide policy and/or practice of passing on their operating costs to Plaintiff and class members violates California Labor Code section 2802. Defendants have intentionally and willfully failed to reimburse Plaintiff and class members for necessary business-related expenses and costs.

96. Plaintiff and class members are entitled to recover from Defendants their business-related expenses incurred during the course and scope of their employment, plus interest.

SEVENTH CAUSE OF ACTION

For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.*

(Against all Defendants)

97. Plaintiff incorporates by reference and re-alleges as if fully stated herein each

1 and every allegation set forth above.

2 98. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover
3 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
4 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 221, 223, 224,
5 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section
6 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for
7 violations of those Labor Code sections not found in section 2699.5, including sections 248.6,
8 516, 1182.12, and 2810.5.

9 99. Defendants’ conduct, as alleged herein, violates numerous sections of the
10 California Labor Code, including, but not limited to, the following:

- 11 (a) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and
12 1198, and the applicable IWC Wage Order for Defendants’ failure to
13 compensate Plaintiff and other aggrieved employees with at least
14 minimum wages for all hours worked, as alleged herein and as set forth
15 below;
- 16 (b) Violation of Labor Code sections 510 and 1198, and the applicable IWC
17 Wage Order for Defendants’ failure to compensate other aggrieved
18 employees with all required overtime pay, as set forth below;
- 19 (c) Violation of Labor Code sections 226.7, 516, and 1198, and the
20 applicable IWC Wage Order for Defendants’ failure to authorize and
21 permit Plaintiff and other aggrieved employees to take rest periods, as
22 alleged herein;
- 23 (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
24 applicable IWC Wage Order for Defendants’ failure to provide other
25 aggrieved employees with meal periods, as set forth below;
- 26 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
27 IWC Wage Order for failure to provide accurate and complete wage
28 statements to Plaintiff and other aggrieved employees, as alleged herein;

- 1 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
2 IWC Wage Order for failure to maintain payroll records, as alleged
3 herein;
- 4 (g) Violation of Labor Code sections 201 and 202 for failure to pay all
5 earned wages upon termination, as alleged herein;
- 6 (h) Violation of Labor Code section 204 for failure to pay all earned wages
7 during employment, as alleged herein;
- 8 (i) Violation of Labor Code sections 221 and 224 for unlawfully deducting
9 a portion of wages previously paid to Plaintiff and other aggrieved
10 employees, as set forth below;
- 11 (j) Violation of Labor Code section 223 for secretly paying Plaintiff and
12 other aggrieved employees lower wages than required by statute, while
13 purporting to pay the proper wages, as set forth below;
- 14 (k) Violation of Labor Code section 248.6(d) for failure to provide written
15 notice of paid sick leave benefits, as set forth below;
- 16 (l) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
17 and other aggrieved employees for all business expenses necessarily
18 incurred, as alleged herein; and
- 19 (m) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to
20 provide written notice of information material to Plaintiff's and other
21 aggrieved employees' employment with Defendants, as set forth below.

22 100. At all times relevant herein, California Labor Code section 1198 and the
23 applicable IWC Wage Order provide that it is unlawful to employ persons without
24 compensating them at a rate of pay either time-and-one-half or two-times that person's regular
25 rate of pay, depending on the number of hours worked by the person on a daily or weekly
26 basis.

27 101. Specifically, the applicable IWC Wage Order provides that Defendants are and
28 were required to pay employees working more than eight (8) hours in a day or more than forty

(40) hours in a workweek, at the rate of time and one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

102. The applicable IWC Wage Order further provides that Defendants are and were required to pay employees working more than twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

103. California Labor Code section 510 codifies the right to overtime compensation at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh (7th) day of work.

104. As stated, Defendants had, and continue to have, a company-wide policy and/or practice of requiring other aggrieved employees to perform tasks while off-the-clock, including traveling to other locations and assisting other employees with collecting trash at Defendants' other jobsites. As also stated, other aggrieved employees could not always accurately clock in or clock out with the iValet app and, on information and belief, were subject to Defendants' management altering their time records or failing to accurately record their hours worked. Due to the limitations of the timekeeping application, Defendants' supervisors maintained control and/or discretion over employees' clock-in and/or clock-out times. Thus, Defendants failed to track this time employees spent working after shifts, and other aggrieved employees received no compensation for this time.

105. Additionally, Defendants' uniform practices of understaffing and/or single-staffing and assigning of heavy workloads resulted in a lack of meal period coverage. Thus, other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock.

106. Defendants knew or should have known that as a result of their company-wide

1 practices and/or policies (*see supra*), other aggrieved employees were working off-the-clock
2 before and after their shifts and during their meal periods, and were suffered or permitted to
3 perform work for which they were not paid. Because other aggrieved employees sometimes
4 worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this
5 off-the-clock work qualified for overtime premium pay.

6 107. Defendants' failure to pay other aggrieved employees the balance of overtime
7 compensation is in violation of California Labor Code sections 510 and 1198, and the
8 applicable IWC Wage Order.

9 108. At all relevant times herein set forth, the applicable IWC Wage Order and
10 California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to other
11 aggrieved employees' employment by Defendants.

12 109. At all relevant times herein set forth, California Labor Code section 512(a)
13 provides that an employer may not require, cause, or permit an employee to work for a period
14 of more than five (5) hours per day without providing the employee with a meal period of not
15 less than thirty (30) minutes, except that if the total work period per day of the employee is
16 not more than six (6) hours, the meal period may be waived by mutual consent of both the
17 employer and the employee. Under California law, first meal periods must start after no more
18 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

19 110. At all relevant times herein set forth, California Labor Code sections 226.7,
20 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
21 meal period mandated by an applicable order of the IWC.

22 111. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), and
23 1198, and the applicable IWC Wage Order also require employers to provide a second meal
24 period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or
25 to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if
26 the total hours worked is no more than twelve (12) hours, the second meal period may be
27 waived by mutual consent of the employer and the employee only if the first meal period was
28 not waived.

112. During the relevant time period, as with rest periods, Defendants had, and continue to have, a company-wide policy and/or practice of understaffing and/or single-staffing for certain positions, which, combined with the assignment of heavy workloads, has resulted in a lack of meal period coverage and prevented other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As a result, other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods.

113. Additionally, Defendants did not provide other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

114. Moreover, Defendants had a company-wide policy of requiring all employees to sign blanket meal period waivers. Defendants took the position that non-exempt, hourly paid employees had waived their rights to first meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. Furthermore, Defendants' meal period waiver form requires employees to provide written notice should they wish to revoke the waiver. Defendants' presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours, due to blanket meal period waivers, and imposition on employees to revoke the waivers in writing, discouraged and impeded other aggrieved employees from taking all meal periods to which they were entitled.

115. Furthermore, an employer's obligation to provide a meal period is only "triggered" when the employer "employs an employee for a work period of more than five hours per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits anyone to work for a full five hours, its meal break obligation is triggered.").

[A]fter the meal break obligation is triggered . . . an employer is put to a choice: it must (1) afford an off-duty meal period; (2) consent to a mutually agreed-upon waiver if one hour or less will end the shift; or (3) obtain written agreement to an on-duty meal period if circumstances permit. Failure to do one of these will render the employer liable for

premium pay.

Id. (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That Defendants required other aggrieved employees to sign meal period waivers simultaneously at or near their time of hire (as opposed to on a specific work day) renders them invalid and unenforceable, because Defendants' obligation to provide other aggrieved employees with meal periods did not arise until they had employed them for a full five (5) hours.

116. At all times mentioned herein, Defendants knew or should have known that, as a result of these policies, other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. Defendants further knew or should have known that they did not pay other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

117. As a result, Defendants failed to provide other aggrieved employees compliant meal periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

118. At all times relevant herein, California Labor Code section 221 provides that it shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee. California Labor Code section 224 also provides in pertinent part that it is lawful to withhold a portion of the employee's wages if "a deduction is expressly authorized in writing by the employee."

119. During the relevant time period, Defendants unlawfully deducted a portion of wages previously paid to Plaintiff and other aggrieved employees in violation of California Labor Code section 221. On information and belief, Defendants systematically, and on a company-wide basis, provided Plaintiff and other aggrieved employees with payroll debit cards as payment of their wages. Under Defendants' payroll debit card program, Plaintiff and other aggrieved employees were assessed various fees in connection with their use of the payroll debit cards. For example, Plaintiff and other aggrieved employees were required to pay per-transaction fees, ATM fees, and/or other fees to obtain and/or spend their earned and due wages. The fees charged to Plaintiff and other aggrieved employees resulted in a discount

1 of their wages.

2 120. Defendants' conduct as alleged herein violates California Labor Code sections
3 221 and 224.

4 121. At all times, California Labor Code section 223 makes it unlawful for an
5 employer to secretly pay wages lower than required by statute while purporting to pay legal
6 wages.

7 122. During the relevant time period, Defendants willfully and systematically issued
8 payroll debit cards to Plaintiff and other aggrieved employees that discounted their wages by
9 charging various fees in connection with the use of the payroll debit cards. Defendants'
10 payroll debit card program resulted in the payment of less than statutorily required wages to
11 Plaintiff and other aggrieved employees. Thus, Defendants paid Plaintiff and other aggrieved
12 employees lower wages than those they were entitled to while purporting that Plaintiff and
13 other aggrieved employees were properly paid.

14 123. Defendants' failure to pay Plaintiff and other aggrieved employees the correct
15 designated wage, while purporting to pay legal wages, is a violation of California Labor Code
16 section 223.

17 124. At all relevant times herein, California Labor Code section 248.6 provides
18 covered employees with COVID-19 supplemental paid sick leave. Effective through
19 December 31, 2022, Labor Code section 248.6(d) provides that COVID-19 supplemental paid
20 sick leave shall be set forth separately from paid sick days and that an "employer shall provide
21 an employee with written notice that sets forth the amount of COVID-19 supplemental paid
22 sick leave that the employee has used through the pay period in which it was due to be paid on
23 either the employee's itemized wage statement . . . or in a separate written statement provided
24 on the designated pay date with the employee's payment of wages. The employer shall list
25 zero hours used if a worker has not used any COVID-19 supplemental paid sick leave."

26 125. During the relevant time period, Defendants failed, on a company-wide basis,
27 to provide Plaintiff and other aggrieved employees with written notice on wage statements or
28 separate written statements that listed the amount of COVID-19 supplemental paid sick leave

1 used by them. Defendants' systematic failure to provide written notice of COVID-19
2 supplemental paid sick leave benefits to Plaintiff and other aggrieved employees is in
3 violation of Labor Code section 248.6(d).

4 126. At all relevant times herein, California's Wage Theft Prevention Act was
5 enacted to ensure that employers provide employees with basic information material to their
6 employment relationship at the time of hiring, and to ensure that employees are given written
7 and timely notice of any changes to basic information material to their employment. Codified
8 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
9 time of hiring, an employer must provide written notice to employees containing basic and
10 material payroll information, including, among other things, the rate(s) of pay and basis
11 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,
12 including any rates for overtime, the regular payday designated by the employer, and any
13 allowances claims as part of the minimum wage, including meal or lodging allowances. Labor
14 Code § 2810.5(a)(1)(A)-(C).

15 127. At all relevant times, on information and belief, Defendants failed, on a
16 company-wide basis, to provide written notice to Plaintiff and other aggrieved employees that
17 lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).
18 Defendants' failure to provide Plaintiff and other aggrieved employees with written notice of
19 basic information regarding their employment with Defendants is in violation of Labor Code
20 section 2810.5.

21 128. Therefore, Plaintiff and other aggrieved employees are entitled to recover civil
22 penalties pursuant to Labor Code sections 225.5, 248.5, 558, and/or 2699(a), (f), and (g).

23 **EIGHTH CAUSE OF ACTION**

24 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

25 **Unlawful Business Practices**

26 **(Against all Defendants)**

27 129. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
28 and every allegation set forth above.

1 130. Defendants are “persons” as defined by California Business & Professions
2 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
3 and/or associations.

4 131. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
5 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has
6 suffered injury in fact and has lost money as a result of Defendants’ unlawful business
7 practices. Plaintiff seeks to enforce important rights affecting the public interest within the
8 meaning of Code of Civil Procedure section 1021.5.

9 132. Defendants’ activities, as alleged herein, are violations of California law, and
10 constitute unlawful business acts and practices in violation of California Business &
11 Professions Code sections 17200, *et seq.*

12 133. A violation of California Business & Professions Code sections 17200, *et seq.*
13 may be predicated on the violation of any state or federal law. In the instant case, Defendants’
14 policies and practices have violated state law in at least the following respects:

- 15 (a) Failing to pay at least minimum wage to Plaintiff and class members in
16 violation of California Labor Code sections 1182.12, 1194, 1197,
17 1197.1, and 1198, and the applicable IWC Wage Order, as alleged
18 herein;
- 19 (b) Failing to authorize and permit Plaintiff and class members to take
20 uninterrupted rest periods in violation of California Labor Code sections
21 226.7, 516, and 1198, and the applicable IWC Wage Order, as alleged
22 herein;
- 23 (c) Failing to provide Plaintiff and class members with accurate wage
24 statements and failing to maintain accurate payroll records in violation
25 of California Labor Code sections 226(a), 1174(d), and 1198, and the
26 applicable IWC Wage Order, as alleged herein;
- 27 (d) Failing timely to pay all earned wages to Plaintiff and class members in
28 violation of California Labor Code section 204, as alleged herein;

- (e) Collecting or receiving wages already paid from Plaintiff and class members in violation of California Labor Code sections 221 and 224, as set forth below;
- (f) Failing to pay the statutorily designated wage scale in violation of California Labor Code section 223, as set forth below;
- (g) Failing to provide written notice of paid sick leave benefits in violation of California Labor Code section 248.6(d), as set forth below;
- (h) Failing to reimburse Plaintiff and class members for all business expenses necessarily incurred in violation of California Labor Code section 2802, as alleged herein; and
- (i) Failing to provide written notice of information material to Plaintiff's and class members' employment with Defendants in violation of California Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

134. At all times relevant herein, California Labor Code section 221 provides that it shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee. California Labor Code section 224 also provides in pertinent part that it is lawful to withhold a portion of the employee's wages if "a deduction is expressly authorized in writing by the employee."

135. During the relevant time period, Defendants unlawfully deducted a portion of wages previously paid to Plaintiff and class members in violation of California Labor Code section 221. On information and belief, Defendants systematically, and on a company-wide basis, provided Plaintiff and class members with payroll debit cards as payment of their wages. Under Defendants' payroll debit card program, Plaintiff and class members were assessed various fees in connection with their use of the payroll debit cards. For example, Plaintiff was required to pay out-of-network ATM withdrawal fees, in-network ATM fees from third parties, and/or other fees to obtain and/or spend his earned and due wages. The fees charged to Plaintiff and class members resulted in a discount of their wages.

136. Defendants' payroll debit card program, which resulted in a discount of wages

1 to employees, is tantamount to taking deductions from Plaintiff's and class members'
2 paychecks without their written authorization and therefore constitutes an unlawful deduction
3 of wages, in violation of California Labor Code sections 221 and 224.

4 137. At all times, California Labor Code section 223 makes it unlawful for an
5 employer to secretly pay wages lower than required by statute while purporting to pay legal
6 wages.

7 138. During the relevant time period, Defendants willfully and systematically issued
8 payroll debit cards to Plaintiff and class members that discounted their wages by charging
9 various fees in connection with the use of the payroll debit cards. Defendants' payroll debit
10 card program resulted in the payment of less than statutorily required wages to Plaintiff and
11 class members. In doing so, Defendants acted with the intent to deprive Plaintiff and class
12 members of statutory wages, including, but not limited to, minimum wages, to which they
13 were entitled to under California law. Thus, Defendants paid Plaintiff and class members
14 lower wages than those they were entitled to while purporting that Plaintiff and class members
15 were properly paid.

16 139. Defendants' failure to pay Plaintiff and class members the correct designated
17 wage, while purporting to pay legal wages, is a violation of California Labor Code section
18 223.

19 140. At all relevant times herein, California Labor Code section 248.6 provides
20 covered employees with COVID-19 supplemental paid sick leave. Effective through
21 December 31, 2022, Labor Code section 248.6(d) provides that COVID-19 supplemental paid
22 sick leave shall be set forth separately from paid sick days and that an "employer shall provide
23 an employee with written notice that sets forth the amount of COVID-19 supplemental paid
24 sick leave that the employee has used through the pay period in which it was due to be paid on
25 either the employee's itemized wage statement . . . or in a separate written statement provided
26 on the designated pay date with the employee's payment of wages. The employer shall list
27 zero hours used if a worker has not used any COVID-19 supplemental paid sick leave."

28 141. During the relevant time period, Defendants failed, on a company-wide basis,

1 to provide Plaintiff and class members with written notice on wage statements or separate
2 written statements that listed the amount of COVID-19 supplemental paid sick leave used by
3 them.

4 142. Defendants' systematic failure to provide written notice of COVID-19
5 supplemental paid sick leave benefits to Plaintiff and class members is in violation of Labor
6 Code section 248.6(d).

7 143. At all relevant times herein, California's Wage Theft Prevention Act was
8 enacted to ensure that employers provide employees with basic information material to their
9 employment relationship at the time of hiring, and to ensure that employees are given written
10 and timely notice of any changes to basic information material to their employment. Codified
11 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
12 time of hiring, an employer must provide written notice to employees containing basic and
13 material payroll information, including, among other things, the rate(s) of pay and basis
14 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,
15 including any rates for overtime, the regular payday designated by the employer, and any
16 allowances claims as part of the minimum wage, including meal or lodging allowances. Labor
17 Code § 2810.5(a)(1)(A)-(C).

18 144. At all relevant times, on information and belief, Defendants failed, on a
19 company-wide basis, to provide written notice to Plaintiff and class members that lists the
20 requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure
21 to provide Plaintiff and class members with written notice of basic information regarding their
22 employment with Defendants is in violation of California Labor Code section 2810.5.

23 145. As a result of the violations of California law herein described, Defendants
24 unlawfully gained an unfair advantage over other businesses. Plaintiff and class members
25 have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged
26 herein.

27 146. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
28 Plaintiff and class members are entitled to restitution of the wages withheld and retained by

1 Defendants during a period that commences four years prior to the filing of this complaint; a
2 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
3 class members; and an award of attorneys' fees pursuant to California Code of Civil
4 Procedure section 1021.5 and other applicable laws; and an award of costs.

5 **NINTH CAUSE OF ACTION**

6 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

7 **Unfair Business Practices**

8 **(Against all Defendants)**

9 147. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
10 and every allegation set forth above.

11 148. Defendants are "persons" as defined by California Business & Professions
12 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
13 and/or associations.

14 149. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
15 and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered
16 injury in fact and has lost money as a result of Defendants' unfair business practices. Plaintiff
17 seeks to enforce important rights affecting the public interest within the meaning of Code of
18 Civil Procedure section 1021.5.

19 150. Defendants' activities, namely Defendants' company-wide practice and/or
20 policy of not paying Plaintiff and class members all rest period premiums due to them under
21 Labor Code section 226.7, deprived Plaintiff and class members of the compensation
22 guarantee and enhanced enforcement implemented by section 226.7. The statutory remedy
23 provided by section 226.7 is a "'dual-purpose' remedy intended primarily to compensate
24 employees, and secondarily to shape employer conduct." *Safeway, Inc. v. Superior Court*, 238
25 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7 were guaranteed to
26 Plaintiff and class members as part of their employment with Defendants, and thus
27 Defendants' practice and/or policy of denying these statutory benefits constitutes an unfair
28 business practice in violation of California Business & Professions Code sections 17200, *et*

1 *seq. (Id.)*

2 151. A violation of California Business & Professions Code sections 17200, *et seq.*
3 may be predicated on any unfair business practice. In the instant case, Defendants' policies
4 and practices have violated the spirit of California's rest period laws and constitute acts
5 against the public policy behind these laws.

6 152. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
7 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory
8 benefits implemented by section 226.7 withheld and retained by Defendants during a period
9 that commences four years prior to the filing of this complaint; a permanent injunction
10 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to
11 Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil
12 Procedure section 1021.5 and other applicable laws; and an award of costs.

13 **REQUEST FOR JURY TRIAL**

14 Plaintiff requests a trial by jury.

15 **PRAYER FOR RELIEF**

16 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment
17 against Defendants, jointly and severally, as follows:

18 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
19 excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiff
20 reserves the right to amend his prayer for relief to seek a different amount.

21 **Class Certification**

- 22 2. That this case be certified as a class action;
23 3. That Plaintiff be appointed as the representative of the Class and Subclass;
24 4. That counsel for Plaintiff be appointed as class counsel.

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

26 5. That the Court declare, adjudge and decree that Defendants violated California
27 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage
28 Order by willfully failing to pay minimum wages to Plaintiff and class members;

1 6. For general unpaid wages and such general and special damages as may be
2 appropriate;

3 7. For pre-judgment interest on any unpaid compensation from the date such
4 amounts were due, or as otherwise provided by law;

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

7 9. For liquidated damages pursuant to California Labor Code section 1194.2; and

8 10. For such other and further relief as the Court may deem equitable and
9 appropriate.

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

11 11. That the Court declare, adjudge and decree that Defendants violated California
12 Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully
13 failing to authorize and permit Plaintiff and class members to take all rest periods;

14 12. That the Court make an award to the Plaintiff and class members of one (1) hour
15 of pay at each employee's regular rate of pay for each workday that a rest period was not
16 authorized and permitted;

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

19 14. For premiums pursuant to California Labor Code section 226.7(c);

20 15. For pre-judgment interest on any unpaid rest period premiums from the date
21 such amounts were due, or as otherwise provided by law;

22 16. For attorneys' fees pursuant to California Code of Civil Procedure section
23 1021.5, or as otherwise provided by law; and

24 17. For such other and further relief as the Court may deem equitable and
25 appropriate.

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

27 18. That the Court declare, adjudge and decree that Defendants violated the
28 recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC

1 Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate
2 itemized wage statements thereto;

3 19. For all actual, consequential, and incidental losses and damages, according to
4 proof;

5 20. For injunctive relief pursuant to California Labor Code section 226(h);

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

7 22. For attorneys' fees and costs pursuant to California Labor Code section
8 226(e)(1); and

9 23. For such other and further relief as the Court may deem equitable and
10 appropriate.

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

12 24. That the Court declare, adjudge and decree that Defendants violated California
13 Labor Code sections 201 and 202 by willfully failing to pay minimum wages and/or rest
14 period premiums owed at the time of termination of the employment of Plaintiff and other
15 terminated class members;

16 25. For all actual, consequential and incidental losses and damages, according to
17 proof;

18 26. For waiting time penalties according to proof pursuant to California Labor
19 Code section 203 for all employees who have left Defendants' employ;

20 27. For pre-judgment interest on any unpaid wages from the date such amounts
21 were due, or as otherwise provided by law;

22 28. For attorneys' fees pursuant to California Code of Civil Procedure section
23 1021.5, or as otherwise provided by law; and

24 29. For such other and further relief as the Court may deem equitable and
25 appropriate.

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

27 30. That the Court declare, adjudge and decree that Defendants violated California
28 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members

1 minimum wages and/or rest period premiums during their employment;

2 31. For all actual, consequential and incidental losses and damages, according to
3 proof;

4 32. For statutory penalties according to proof pursuant to California Labor Code
5 section 210;

6 33. For pre-judgment interest on any unpaid wages from the date such amounts
7 were due, or as otherwise provided by law;

8 34. For attorneys' fees pursuant to California Code of Civil Procedure section
9 1021.5, or as otherwise provided by law; and

10 35. For such other and further relief as the Court may deem equitable and
11 appropriate.

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

13 36. That the Court declare, adjudge and decree that Defendants violated California
14 Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-
15 related expenses and costs incurred by Plaintiff and class members;

16 37. For unpaid business-related expenses and such general and special damages as
17 may be appropriate;

18 38. For pre-judgment interest on any unpaid business-related expenses from the
19 date such amounts were due, or as otherwise provided by law;

20 39. For all actual, consequential, and incidental losses and damages, according to
21 proof;

22 40. For attorneys' fees and costs pursuant to California Labor Code section
23 2802(c), or as otherwise provided by law; and

24 41. For such other and further relief as the Court may deem equitable and
25 appropriate.

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

27 42. That the Court declare, adjudge and decree that Defendants violated the
28 following California Labor Code provisions as to Plaintiff and/or other aggrieved employees:

1 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all
2 hours worked); 510 and 1198 (by failing to pay all overtime compensation); 226.7, 516, and
3 1198 (by failing to authorize and permit all rest periods); 226.7, 512(a), 516, and 1198 (by
4 failing to provide all meal periods); 226(a), 1174(d), and 1198 (by failing to provide accurate
5 wage statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay
6 all earned wages upon termination); 204 (by failing to timely pay all earned wages during
7 employment); 221 and 224 (by collecting and/or receiving wages already paid); 223 (by
8 secretly paying wages lower than required by statute); 248.6 (by failing to provide written
9 notice of paid sick leave); 2802 (by failing to reimburse business expenses); and 2810.5 (by
10 failing to provide notice of material terms of employment);

11 43. For civil penalties pursuant to the California Labor Code, including sections
12 210, 225.5, 226.3, 248.5, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California
13 Labor Code sections 201, 202, 204, 221, 223, 224, 226(a), 226.7, 248.6, 510, 512(a), 516,
14 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

15 44. For attorneys' fees and costs pursuant to California Labor Code section
16 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
17 Labor Code sections 201, 202, 204, 221, 223, 224, 226(a), 226.7, 248.6, 510, 512(a), 516,
18 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

19 45. For pre-judgment and post-judgment interest as provided by law; and

20 46. For such other and further relief as the Court may deem equitable and
21 appropriate.

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

23 47. That the Court declare, adjudge and decree that Defendants' conduct failing to
24 provide Plaintiff and class members all minimum wages due to them, failing to authorize and
25 permit Plaintiff and class members to take all rest periods, failing to provide Plaintiff and
26 class members accurate and complete wage statements, failing to maintain accurate payroll
27 records for Plaintiff and class members, failing to timely pay Plaintiff and class members all
28 earned wages during employment, unlawfully deducting a portion of wages previously paid,

1 secretly paying a lower wage, failing to provide written notice of paid sick leave, failing to
2 reimburse Plaintiff and class members for business-related expenses, and failing to provide
3 written notice of material terms of employment, constitutes an unlawful business practice in
4 violation of California Business and Professions Code sections 17200, *et seq.*;

5 48. For restitution of unpaid wages to Plaintiff and all class members and
6 prejudgment interest from the day such amounts were due and payable;

7 49. For the appointment of a receiver to receive, manage and distribute any and all
8 funds disgorged from Defendants and determined to have been wrongfully acquired by
9 Defendants as a result of violations of California Business & Professions Code sections
10 17200, *et seq.*;

11 50. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
12 California Code of Civil Procedure section 1021.5; and

13 51. For such other and further relief as the Court may deem equitable and
14 appropriate.

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

16 52. That the Court declare, adjudge and decree that Defendants' conduct of denying
17 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes
18 an unfair business practice in violation of California Business and Professions Code sections
19 17200, *et seq.*;

20 53. For restitution of the statutory benefits under section 226.7 unfairly withheld
21 from Plaintiff and class members and prejudgment interest from the day such amounts were
22 due and payable;

23 54. For the appointment of a receiver to receive, manage and distribute any and all
24 funds disgorged from Defendants and determined to have been wrongfully acquired by
25 Defendants as a result of violations of California Business & Professions Code sections
26 17200, *et seq.*;

27 55. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
28 California Code of Civil Procedure section 1021.5;

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

56. For pre-judgment and post-judgment interest as provided by law; and

57. For such other and further relief as the Court may deem equitable and appropriate.

Dated: October 6, 2023

Respectfully submitted,

Capstone Law APC

By: 
Orlando Villalba
Helga Hakimi
Joseph D. Parsons

Attorneys for Plaintiff Joel Singleton

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **October 6, 2023**, I served the document described as: **FIRST AMENDED COMPLAINT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Gail K. Baum
Gail.Baum@jacksonlewis.com
Cary G. Palmer
Cary.Palmer@jacksonlewis.com
Evan D. Beecher
Evan.Beecher@jacksonlewis.com
JACKSON LEWIS PC
400 Capitol Mall, Suite 1600
Sacramento, CA 95814
Telephone: 916-341-0404

Attorneys for Defendants:
VALET LIVING, LLC
VALET LIVING TURNS, LLC

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

☐ **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **October 6, 2023**, at Los Angeles, California.

Trevor Beach
Type/Print Name

/s/ Trevor Beach
Signature