

March 10, 2026

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128> (copy by certified mail to the below listed Defendants)

SIMPSON STRONG-TIE COMPANY, INC.

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Re: Labor Code § 2699 Penalties

Cylo Van Roeun v. Pro-Dex, Inc., Simpson Strong-Tie Company, Inc.,

LWDA Case No.:

Gentlepersons:

This office represents Plaintiff Cylo Van Roeun (“Plaintiff”) and other aggrieved employees (collectively “Aggrieved Employees”) for the violation of California Labor Code §§ 201, 202, 203, 204, 226, 510, 558, 558.1, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

The purpose of this letter is twofold: to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.* (“the Act”). Plaintiff wishes to bring a representative action on behalf of himself and the State of California against Defendants Simpson Strong-Tie Company, Inc., a California corporation; and DOES 1 through 50 inclusive (defendants being referred to herein collectively as “Defendants”).

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with a copy of Plaintiff’s Class Action Complaint, which is attached to this Notice letter. The Complaint is being concurrently filed in Alameda County Superior Court and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. The attached Class Action Complaint provides the details of Plaintiff’s class-wide



claims and claims under the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

The second purpose of this Notice letter is to provide Defendants (“Pro-Dex”) with notice pursuant to Labor Code §2810.3(d) that, upon the running of the 30-day notice period under Section 2810.3 and the running of the PAGA Notice period addressed below, Plaintiff will be adding claims under the Act against Defendants through an appropriate amendment to the attached Class Action Complaint. Plaintiff is asserting against Defendants all claims asserted in the Class Action Complaint, including claims for civil penalties and other relief under the PAGA as articulated in this Notice Letter.

Relevant Facts

The Aggrieved Employees were employed by Defendants as non-exempt employees. Plaintiff is also informed and believes that there are other aggrieved employees employed by Defendants as non-exempt employees within the state of California within the statutory time period who suffer or suffered from the same wage and hour violations outlined below. Defendants had a common policy and/or practice of failing to pay Aggrieved Employees minimum wages for all hours worked or were not paid at the appropriate minimum, regular and overtime rates, including for meal period and rest break premium payments. Plaintiff also contend that Defendants failed to pay Plaintiff and the Aggrieved Employees all wages due and owing, including by miscalculating wages owed and by requiring off the clock work, failing to provide meal and rest breaks, failing to pay reporting time pay, and failing to furnish accurate wage statements and timely pay all wages owed, all in violation of various provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

During the course of Plaintiff’s and the Aggrieved Employees’ employment with Defendants, they were not paid all wages they were owed, including for all work performed (resulting in “off the clock” work) and for all their overtime hours worked, or were not paid at the correct rates. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-exempt, hourly employees as shipping and receiving associates, machine operators, forklift drivers, stockers, drivers, warehouse workers, and in similar and related positions in connection with providing structural systems research and technology and supplying structural building products to Defendants’ customers throughout Defendants’ facilities in California.

Plaintiff was employed by Defendant as shipping and receiving associate and as a machine operator with duties that included pulling client orders, wrapping orders, staging orders, loading and unloading of trucks with merchandise, operating a forklift, running the paint line, and ensuring that both the machine and manual operations were functioning correctly. Plaintiff generally worked at least 40 hours per week, five to six shifts per week. Plaintiff’s scheduled hours were generally from 6:00 a.m. to 2:30p.m. or from 2:30 p.m. to 11:00 p.m.. Plaintiff was generally scheduled to work for over eight hours, but on several occasions, Plaintiff was also



required to work longer shifts. Plaintiff was required by Defendants to endure substantial off-the-clock work before and after his scheduled shift hours and was not paid for all hours worked at the correct overtime rates. Additionally, Defendants required Plaintiff and Aggrieved Employees to communicate with management and review work schedules on their personal mobile telephones while off the clock and employees were unpaid for this time.

Despite their obligation to maintain accurate timekeeping records for hours worked by the Aggrieved Employees, Defendants maintained improper time record-keeping systems across their California facilities and locations. Plaintiff and Aggrieved Employees were constantly waiting in line to clock in. Plaintiff's department had two time clocks and sometime the clock would freeze, causing a delay in clocking in. There were always lines of employees waiting to clock in or clock out at Defendants' places of business. When one shift was clocking out another shift was clocking in causing further delay and congestion. Defendants prohibited Aggrieved Employees from clocking in earlier than 3 minutes before their shift time. This resulted in employees lining up in the minimal amount of time that was not sufficient resulting in Aggrieved Employees waiting in line and not getting paid for several minutes before not getting paid. In fact, for all of Plaintiff's employment, Defendants paid Employees by their scheduled hours, or Defendants' desired number of hours rather than their actual hours worked. Many times, due to the long lines, Plaintiff and Aggrieved Employees would gather their equipment and don their work uniforms before clocking in.

On several occasions per week, Plaintiff and Aggrieved Employees were asked by Defendants to work after they clocked out from work. Moreover, Plaintiff and Aggrieved Employees were also required to record a thirty-minute meal period by clocking out on the KRONOS device at the start and end time of the meal period. Meal periods were regularly interrupted by management asking Plaintiff and Aggrieved Employees to work during their meal periods without getting paid.

Defendants followed a similar unlawful practice, upon information and belief, in connection with other Employees in a concerted effort to limit and restrict regular and overtime hours earned by and owing to Plaintiff and the other Aggrieved Employees. Time worked off the clock also caused Plaintiff and other Aggrieved Employees to work beyond eight hours in a shift. As a result of the above-described off the clock work, Defendants failed to pay Plaintiff and Aggrieved Employees overtime for several minutes to hours at the end of work shifts which Defendants did not record in any timekeeping or payroll records.

Plaintiff were therefore not paid for all his hours worked at the required minimum, overtime and double time wage rates due to Defendants' policy and practice of requiring them to work off the clock and without pay. With work shifts generally scheduled for eight hours or more, this unpaid off the clock work resulted in Plaintiff and the Aggrieved Employees working past eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times their regular rate. Defendants thus systematically underpaid Plaintiff and the Aggrieved Employees by failing to pay them at the required overtime rates for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a day at the required double time rate.



Upon information and belief, the Aggrieved Employees were bound by similar scheduling and work policies which Defendants required them to follow and endured similar violations at Defendants' hands as Plaintiff.

Defendants have either failed to maintain timekeeping records for Plaintiff that would permit Plaintiff to discover the nature and extent of the off the clock work Defendants required and the actual hours Plaintiff worked or have otherwise declined to produce them to Plaintiff in response to a timely and lawful request. By failing to pay for all hours worked, Defendants have committed knowing and intentional ongoing violations of the record keeping requirements under the Labor Code §§ 226 and 1174.

On many occasions, Plaintiff and Aggrieved Employees reported to work at Defendants' facilities and were told to return home due to mechanical issues at the jobsite. Defendants required Plaintiff and Aggrieved Employees to utilize their vacation and sick pay to pay for those days. If the Aggrieved Employees did not have any available sick or vacation pay, they were required to work without pay, all in violation of the California Labor Code.

As a result of the above-described unlawful requirements to work off the clock, the failure to accurately record all hours worked and the other wage violations they endured at Defendants' hands, Plaintiff and the Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight hours in any given day and/or more than forty hours in any given week. As a result of Defendants' unlawful policies and practices, Plaintiff and Aggrieved Employees incurred overtime hours worked for which they were not adequately and completely compensated, in addition to the hours they were required to work off the clock at their regular rates.

The failure to pay for all hours worked and underpayment of wages to Plaintiff and the Aggrieved Employees is and has been a direct consequence of Defendants' unlawful compensation policies and practices, which upon information and belief applied uniformly to the Aggrieved Employees working at Defendants' locations and facilities. As a result of the above-described unlawful requirements to work off the clock and regular rate miscalculation, the failure to accurately record all hours worked and pay wages at the correct rates, and the other wage violations they endured at Defendants' hands, Plaintiff and the Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight hours in any given day and/or more than forty hours in any given week.

Therefore, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees for all hours worked and failing to pay minimum wages for all time worked, as required by California law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees overtime compensation at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of Labor



Code § 510 and the corresponding sections of IWC Wage Orders.

To the extent Defendants paid Plaintiff and the Aggrieved Employees bonuses, shift differentials, sick pay, vacation pay, and other forms of remuneration above and beyond their hourly pay, upon information and belief Defendants miscalculated and therefore underpaid any overtime they paid during these pay periods by failing to include all forms of remuneration in the regular rate used to calculate and pay overtime.

Defendants also failed to provide Plaintiff and the Aggrieved Employees with their required meal periods, and the at least two ten-minute rest breaks required for scheduled shifts of eight hours. Demanding workloads contributed to Defendants' common policy of failing to provide lawful meal periods to Plaintiff and the Aggrieved Employees, as required under the Labor Code and Paragraph 11 of the IWC Wage Order(s). Defendants similarly systematically failed to authorize and permit Plaintiff and the employee Aggrieved Employees to take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

Moreover, Defendants consistently interrupted Plaintiff and Aggrieved Employees rest periods by texting employees or calling them on the loudspeaker asking for work to be completed during employee rest breaks; therefore, asserting control over employees during their rest periods.

More specifically, Plaintiff worked shifts that entitled him to at least one meal period, but Defendants' required Plaintiff and the Aggrieved Employees to prioritize work over taking proper meal periods. In fact, Defendants made no effort to even schedule or otherwise account for time for Plaintiff and the Aggrieved Employees to use for duty-free, net thirty-minute meal periods. To the extent Defendants required Plaintiff to work over ten hours on a work shift, Defendants also failed to provide second meal periods and Defendants have produced no evidence of premium payments for meal period violations under Labor Code 226.7. To the extent Defendants have paid any such premiums, upon information and belief they failed to include all forms of remuneration, including bonuses, wage differentials, sick pay, vacation pay, and prevailing rates, in the regular rate at which Defendants paid the premium. Plaintiff have no recollection of agreeing to waive any of her meal periods.

Defendants thus failed to provide all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Aggrieved Employees, as required by the applicable Wage Order and Labor Code. Plaintiff and other Aggrieved Employees were required to perform work as ordered by Defendants for more than five hours during a shift without receiving compliant meal periods. Additionally, as addressed above, Defendants followed a practice of requiring off the clock work in a manner that would impact when Employees were to receive meal periods and rest breaks and required them to respond to work calls and inquiries and other demands during breaks, thus leading to further violations.

Upon information and belief, Defendants' systems did not automatically generate a meal period



premium under Labor Code § 226.7 for meal periods that commenced after five hours into a work shift or in the event the time punch records reflected a meal period of less than thirty minutes. However, upon information and belief, in the event Defendants did pay any meal period premiums, they did so at the employee's customary regular rate of hourly compensation without including all forms of remuneration in that hourly rate calculation, for example by omitting bonuses, wage differentials, sick pay, vacation pay, and prevailing wages and the like from the rate at which meal premiums were paid.

As a result, Defendants' failure to provide Plaintiff and the Aggrieved Employees with all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods is and will be evidenced by Defendants' business records, or lack thereof. Therefore, for at least four years prior to the filing of this action and through to the present, Plaintiff and the Aggrieved Employees were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks as required under the Labor Code and Wage Orders due to Defendants' policies and practices. On the occasions when Plaintiff and the Aggrieved Employees were provided with a meal period, it was often untimely or interrupted, or was impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof.

Similar violations resulted from Defendants' failure to authorize and permit Plaintiff and the Aggrieved Employees to take duty-free, net ten minute rest breaks for every four hours of shift work, or major fraction thereof. Plaintiff and the other similarly situated Aggrieved Employees were either not authorized permitted the opportunity to take a rest break, or were required to remain under Defendants' control and respond to instructions from management and job and customer demands if and when they even attempted to take one. Upon information and belief, Defendants also failed to authorize and permit Employees to leave the facilities during rest breaks, evidencing Defendants' policy and practice of requiring Plaintiff and the Aggrieved Employees to remain under their control during required off-duty rest break times.

Plaintiff and Aggrieved Employees were required to be on "on-call or standby" for one weekend per month. According to Defendants' policies, Plaintiff and Aggrieved Employees were paid \$5 per hour while they were on call from 6:00 p.m. on a Friday until 9:00 A.M. on the following Sunday. If the Defendants did call an employee to work during this "on-call" time, Plaintiff and Aggrieved Employees were required to report to Defendant's facility within one hour of being called. During this time Plaintiff and Aggrieved Employees were under the control of Defendants and not paid at their regular rate, and in fact, were unlawfully paid less than minimum wage – at the rate of \$5 per hour.

Defendants thus failed to authorize and permit duty-free ten minute rest breaks as required under the Labor Code and IWC Wage Orders. In fact, Defendants made no effort to even schedule or otherwise account for time for Plaintiff and the Aggrieved Employees to use for duty-free, net ten minute rest breaks. This common and unlawful policy uniformly applied to the Employees during the relevant period, meaning Defendants' rest break policy was not to schedule or otherwise authorize and permit them. Plaintiff and the Aggrieved Employees



worked eight to twelve hours on an average shift, and were required to receive at least two rest breaks or three rest breaks on shifts over ten hours. Given the work demands, and pressure from Defendants' management, Plaintiff and the Aggrieved Employees were compelled to not take rest breaks despite working extended shifts. Defendants have produced no evidence of any payments for rest break violations under Labor Code § 226.7. To the extent Defendants have paid any such premiums, upon information and belief they failed to include all forms of remuneration, including bonuses, wage differentials, sick pay, vacation pay, holiday pay prevailing wages and the like in the regular rate at which Defendants paid the premium.

Defendants' uniformly applied policies and practices thus resulted in untimely and shortened or on-duty rest breaks when they were authorized and permitted. Plaintiff and the Aggrieved Employees worked shifts of at least eight hours, which required at least two rest breaks, and often worked shifts over ten hours, which required at least three rest breaks. Even on the occasions when Defendants authorized and permitted Plaintiff to take a first rest break, they were not permitted to take a second or a third break, and those that were provided were often late and generally interrupted by job duties and requirements. During rest periods, employers must relieve employees of all duties and relinquish control over how employees spend their time. Plaintiff and the Aggrieved Employees were and are under Defendants' control when they are working through rest breaks and remaining under Defendants' control.

Defendants have also provided either impermissibly shortened or untimely meal and rest breaks to Plaintiff and the Aggrieved Employees. Plaintiff and the Aggrieved Employees were thus not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks, and were not provided with one hour's wages in lieu thereof. They were required to remain on-duty during breaks or portions of their breaks, thus making them either untimely or shortened and on-duty, and they were also prevented from leaving the facility and otherwise remain under Defendants' control during rest breaks under Defendants' uniformly applied policies and practices.

Defendants also violated California Labor Code § 246 by not providing all required paid sick days to Plaintiff and the similarly aggrieved Employees. Labor Code § 246 provides that an Employee who "works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Paid sick time for nonexempt employees shall be calculated in the same manner as the regular pay rate for the workweek in which the employee uses the paid sick time. Defendants failed to provide Plaintiff and the other similarly Aggrieved Employees with all their required and earned sick days paid at the correct rate of pay, in violation of Labor Code § 246. Additionally and upon information and belief, Defendants have failed to provide COVID-19 supplemental sick leave to the Aggrieved Employees during the relevant time period, including by failing to provide two work weeks of COVID-19 supplemental paid sick leave paid at the correct rates as required under Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are enforced through Labor Code § 248.5, which requires that: "If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the



employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty.” Plaintiff accordingly seek this relief available for Defendants’ failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

Defendants also maintained policies that provide for the unlawful forfeiture of vested vacation pay in violation of Labor Code § 227.3. Under California law, vacation wages are considered a form of wages. Vested vacation pay and other similar forms of paid time off earned based on labor performed are considered wages that cannot be subject to forfeiture without compensation for forfeited days at the applicable rates required by law. Plaintiff and the Aggrieved Employees are entitled to vacation accrued during their employment with Defendants, and upon information and belief, upon termination, Plaintiffs and the Aggrieved Employees were not paid out all accrued vacation pay.

Upon information and belief, Defendants also failed to provide Employees such as Plaintiff at the time of their employment and thereafter with written notice complying with all the requirements of Labor Code § 2810.5, which provides that: “At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to communicate employment-related information to the employee, containing” specific required information. Upon information and belief, Defendants failed to provide this information to the Aggrieved Employees as required under Labor Code § 2810.5. Defendants were required to provide Plaintiff and the aggrieved employee Aggrieved Employees certain specific information upon hiring pursuant to California Labor Code § 2810.5. Defendants failed to provide Plaintiff with any such information when they were hired, or have failed to produce it, and upon information and belief Defendants committed similar violations in connection with similarly situated and Aggrieved Employees.

Defendants have also consistently failed to provide Aggrieved Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws, including by the above-described requirement of off the clock work, failure to pay all overtime and double time wages owed and failure to pay them at the appropriate premium rates, and failure to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by miscalculating any overtime or meal period or rest break premium wages and by the systematic and unlawful deductions Defendants took from Employee wages. Defendants have also made it difficult to account with precision for the unlawfully withheld wages and meal and rest period compensation owed to Plaintiff and the Aggrieved Employees, during the liability period, including because they did not calculate the regular rate of pay correctly when paying overtime or meal period premiums and because they did not implement and preserve a record-keeping method as required for non-exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders. Upon information and belief, time clock



punches were not maintained or were not accurately maintained for work shifts and meal periods. Defendants also failed to accurately record and pay for all regular and overtime hours worked and submitted by Plaintiff and the Aggrieved Employees, including by failing to pay all overtime hours at the correctly calculated overtime premium rate.

Defendants also provided Plaintiff and the Aggrieved Employees with wage statements that failed to accurately report all hours worked and applicable hourly rates for all hours worked. For the same reasons as explained above, Plaintiff and the Aggrieved Employees were provided with unlawful wage statements that failed to reflect all hours worked and failed to pay for all overtime hours or failed to pay overtime wages at the correct overtime premium rate, and Defendants miscalculated meal and rest break premiums, and sick time if and when they did pay them. Defendants followed this unlawful policy and practice even though both Plaintiff and Defendants were aware that Plaintiff and the Aggrieved Employees worked more total hours than were reflected on the wage statements, including overtime hours, and were underpaid by regular rate miscalculation. Plaintiff and the Aggrieved Employees were unable to discern from their wage statements alone the actual hours they worked in total during a pay period and the rates they were paid for those hours worked.

Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately reporting total hours worked and total wages earned by Plaintiff and the Aggrieved Employees, along with the appropriate applicable rates, among others requirements. Plaintiff and Aggrieved Employees are therefore entitled to penalties not to exceed \$4,000.00 for each employee pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, and wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked.

Defendants also required Plaintiff and the Aggrieved Employees to work hours off the clock for which they were not compensated. They were required to endure off the clock work addressed above, including during interrupted or otherwise on-duty meal and rest periods and were not provided with sick pay and supplemental sick leave and were subjected to systematic off the clock work. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday or failed to pay it at the correct rate, as addressed above. Therefore, Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to Plaintiff and other similarly situated Employees at the time of their termination or within seventy-two hours of their resignation, as required by California law, including Labor Code § 203.

Additionally, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants have regularly required Plaintiff and the Aggrieved Employees to incur necessary business expenses in the course of performing their required job duties without reimbursement. These included the cell phone-related expenses Plaintiff incurred in responding to calls from management and downloading apps required by Defendants to review employee



schedules. Aggrieved Employees must be reimbursed for these necessary business expenses under Labor Code § 2802, and Defendants systematically failed to do so.

Plaintiff and Aggrieved Employees complain of the following violations:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of misstating Employees time records and failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with working off the clock. Defendants thus regularly failed to pay minimum wages to Plaintiff and Aggrieved Employees. Moreover, Defendants did not pay Plaintiff and Employees at the applicable minimum wage for all hours worked Defendants’ uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Aggrieved Employees as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other Aggrieved Employees as to minimum wage pay.

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Plaintiff and the Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s fees and costs of suit pursuant to California Labor Code § 1194(a). Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants’ conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants’ failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants’ conduct as alleged herein was willful, intentional, and not in good faith. Further, Plaintiff and other Aggrieved Employees are entitled to seek and recover statutory costs.



Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week as addressed in detail above due to the off-the-clock work. However, Aggrieved Employees were not paid overtime wages for hours worked in excess of eight hours a day or forty in a week. Defendants failed to compensate for all hours worked and at the applicable hourly rates for regular rate, overtime, and double-time pay. Moreover, the uncompensated time, discussed above including off-the-clock work by Aggrieved Employees, was worked by Aggrieved Employees in excess of 8 hours a day and/or 40 hours a week, further entitling Aggrieved Employees to overtime wages which they were consistently denied, all in violation of Labor Code § 510 and applicable Wage Order provisions.

Furthermore, the uncompensated time included the time Employees worked off-the-clock during meal and rest periods as a result of Defendants' high demand from clients. Therefore, Employees were often not properly compensated, nor were they paid overtime rates for all hours worked in excess of eight hours in a given day, and/or forty hours in a given week.

In light of the forgoing, Aggrieved Employees seek to recover penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, and 1194 (and the relevant orders of the Industrial Welfare Commission). Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Meal-Period Liability Under Labor Code §§ 226.7 and 512 and Penalties

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Aggrieved Employees were forced to incur shortened meal periods, were provided with breaks late and well after the fifth hour of work, could not be relieved to take breaks, or were required to remain on-duty at all times and were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks.

On the occasions when Aggrieved Employees were provided with a meal period, it was often untimely or interrupted by having to respond to work demands or remain under Defendant's



control, in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided. Defendants also failed to pay Aggrieved Employees “premium pay,” i.e. one hour of wages at each Aggrieved Employee’s effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make.

Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions. Defendants also miscalculated the rate at which they paid any meal period or rest period premiums when Defendant did attempt to pay them, resulting in further violations of section 226.7.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

Rest-Break Liability Under Labor Code § 226.7 and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendants provided rest periods untimely or for shortened durations, and Defendants’ policies and procedures required Aggrieved Employees to remain under Defendants’ control during breaks to respond to job requirements.

Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any premiums paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Proper Sick Pay in Violation of Labor Code § 246

Defendants had a common policy and practice of systemically failing to pay Plaintiff and Sick Pay Aggrieved Employees the requisite sick time pay in accordance with California Law. Specifically,



the sick pay paid to Plaintiff and Sick Pay Aggrieved Employees did not account for differential pay as well as performance-based non-discretionary bonuses, which were never factored into the rate upon which sick pay was accrued and paid. Furthermore, Defendants deprived Plaintiff and Aggrieved Employees of sick pay by requiring them to use sick pay in lieu of paying reporting time pay.

Therefore, under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable pursuant to Labor Code §§ 218.6 and 1194(a), Civil Code §§ 3287 and § 3289, and reasonable attorneys' fees and costs and/or penalties pursuant to Labor Code § 558(a).

Failure to Pay Vacation Wages

At all relevant times during the applicable limitations period, Plaintiff and the Aggrieved Employees accrued vacation time and paid time off during their employment with Defendants. As a result of their reimbursement policies and practices, Plaintiff is informed and believes and thereon alleges that Defendants failed to reimburse them for all accrued vacation and paid time off wages. Furthermore, Defendants deprived Plaintiff and Aggrieved Employees of vacation pay by requiring them to use vacation pay in lieu of paying reporting time pay.

By reason of the above, Plaintiff and the Aggrieved Employees are entitled to restitution for all unpaid amounts due and owing to within four years of the date of the filing of the Complaint until the date of entry of judgment. Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable on behalf of himself and the Aggrieved Employees, seek interest thereon pursuant to California Labor Code § 218.6, costs pursuant to California Labor Code § 218.6, and reasonable attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

Failure to Issue Accurate and Itemized Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid.

Defendants failed to provide accurate itemized wage statements in writing, as required by the Labor Code and paragraph 7 of the applicable IWC Wage Orders. Any wage statements given to Employees by Defendants necessarily failed to accurately account for wages, overtime, and premium pay, including by failing to pay for all hours worked, failure to pay for all overtime hours worked or at the correct rate of pay and for providing deficient meal and rest breaks, all of which Defendants knew or reasonably should have known were owed to the Employees, as alleged above.



As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages and overtime, as discussed above. As a result, the wage statements failed to accurately list the total hours worked and the applicable hourly rates.

In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e), Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3 which provides that "[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226." To the extent that Labor Code § 226.3 applies, Plaintiff also seeks such penalties on behalf of herself and the other Aggrieved Employees.

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages and overtime, Defendants failed to timely pay direct Aggrieved Employees wages on a semimonthly basis and Defendants failed to pay their temporary employees on a weekly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders.

Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a



consistent policy of misstating Employees time records and failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with working off the clock by: (1) waiting in line to clock in amongst many employees with only 2 clocks available; (2) being discouraged from and failure to take all rest and meal periods; and (3) answering work-related text messages and phone calls. Defendants thus regularly failed to pay minimum wages to Plaintiff and Aggrieved Employees. Moreover, Defendants did not pay Plaintiff and Employees at the applicable minimum wage for all hours worked Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Aggrieved Employees as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other Aggrieved Employees as to minimum wage pay.

Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204. Additionally, by not providing wage statements as required under § 204, Defendants systematically violated Labor Code § 226.

Given the above described off-the-clock work, Plaintiff was not paid at the correct overtime rate for all hours he worked after eight hours into a shift or over forty in a work week and was not paid all double time owed either. Defendants' uniformly applied payroll policies and practices thus resulting in further systematic and ongoing violations of Labor Code § 204. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees, and costs pursuant to Labor Code §§ 201.3, 210, 218.5, 558, and 1194.

In failing to pay Aggrieved Employees minimum wages and overtime and off the clock work, by failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, discussed herein, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent



policy of failing to pay all wages fur and owed to Aggrieved Employees at the time of their termination of within seventy-two (72) hours of their resignation, as required by California under Labor Code § 203. For example, Plaintiff was constructively terminated and was not paid his final wages on the day of or within 72 hours of his separation from employment. When Plaintiff did receive his final wages, days later, Defendants failed to pay waiting time penalties. Plaintiff's final wages also did not include wages owed for the off-the-clock work discussed above. In light of the forgoing, Aggrieved Employees seek to recover penalties pursuant to Labor Code § 558 and penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Failure to Pay Reporting Time Pay

As set forth herein, Plaintiff and Employees were required to report for on-call work and were not paid at all if they were not assigned to a shift and were not paid for their on-call time. Defendants failed to pay Plaintiff and Employees for half of their scheduled days' work in violation of the applicable Wage Order.

As a direct and proximate results of Defendants' actions as set forth herein, Plaintiff and the Aggrieved Employees have been damaged in that Plaintiff, and the Aggrieved Employees have not been paid all required reporting time pay.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims under Labor Code §§ 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 5(A-D), Defendants are liable to Employees for the full amount of all their unpaid wages, including reporting time pay, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes.

Failure to Keep Records In Accordance With Labor Code § 1174

Section 1174 requires employers to keep records showing payroll records and the hours worked daily by and the wages paid to employees. Failing to pay Aggrieved Employees proper wages, overtime, double time, premium pay, and by not recoding meal period start and end times, as discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the forgoing, Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing



when the employee begins and ends each work period, meal and rest period, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Failure to Reimburse for Necessary Business Expenditures in Violation of Labor Code § 2802

Defendants have consistently required Aggrieved Employees to incur necessary business expenses in the execution of their duties under Defendants' employ. These included cell phone-related expenses Plaintiff incurred in responding to calls from management and downloading apps required by Defendants to review employee schedules which were necessary to perform their duties under Defendants' employ in violation of Labor Code § 2802. Defendants systematically and uniformly failed to reimburse those lawful and necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Unfair Competition Under Business and Professions Code § 17200, *et seq.*

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 *et seq.*

Plaintiff's PAGA Claim under Labor Code § 2698 *et seq.* and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the attached Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above



addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: §§ 201, 202, 203, 204, 226, 510, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802, including as follows:

(a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

(b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) Failure to Pay Proper Sick Pay in Violation of Labor code § 246: For failure to pay proper sick pay pursuant to the Wage order according to proof at trial, interest pursuant to Labor Code §§ 218.6 and 1194(a), Civil Code §§ 3287 and § 3289, and reasonable attorneys' fees and costs and/or penalties pursuant to Labor Code § 558(a).

(d) Failure to Pay Vacation Wages: For failure to pay vacation wages pursuant to California Labor Code § 218.6,

(e) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide Plaintiff and the Aggrieved Employees with wage statements or with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code §226.3, which in addition to other



penalties provided by law, subjects Defendants to “a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...”;

(f) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys’ fees and costs pursuant to Labor Code § 2699(k)(1);

(g) Failure to Pay Reporting Time Pay: For failure to pay reporting time pay pursuant to Labor Code §§ 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 5(A-D).

(h) Failure to Reimburse Business Expenses: For Defendants’ failure to reimburse the necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys’ fees and costs pursuant to Labor Code § 2699(k)(1); and

(i) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys’ fees and costs pursuant to Labor Code § 2699(k)(1).

We are constrained to move forward with the filing of this complaint, alleging the causes of action discussed herein, with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against Pro-Dex, Inc.; Specialist Staffing Services, Inc.; and any other named Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants’ employment practices in accordance with the Act.

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Wherefore we request that you advise us, by certified mail within sixty (60) days of the postmark on this letter, whether you intend to proceed with these claims or whether Plaintiff and the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended complaint.

Regards,

D.LAW, INC.

A handwritten signature in black ink, appearing to read 'Roman Shkodnik'.

Roman Shkodnik

Jean Hopkins Power

Enclosures:

Cc: Simpson Strong-Tie Company, Inc. by Certified Mail

Roman Shkodnik, Esq. (SBN 285152)
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Attorneys for Plaintiff CYLO VAN ROEUN
on behalf of himself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

CYLO VAN ROEUN, an individual, on
behalf of himself and others similarly
situated,

Plaintiff,

vs.

SIMPSON STRONG-TIE COMPANY,
INC., a California corporation; and DOES
1 through 50, inclusive,

Defendants.

Case No.:

CLASS ACTION

Assigned for All Purposes To:
Hon.
Dept.:

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages and for All Hours Worked;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability Labor Code § 226.7;
4. Rest-Break Liability Labor Code § 226.7;
5. Failure to Pay Sick Pay, Labor Code § 246;
6. Failure to Pay Vacation Wages Labor Code § 227.3;
7. Violation of Labor Code § 226(a);
8. Violation of Labor Code § 204;
9. Violation of Labor Code § 203;
10. Failure to Pay Reporting Time Pay
11. Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5;
12. Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; and
13. Violation of Business & Professions Code § 17200 *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff CYLO VAN ROEUN (hereinafter “Plaintiff”), on behalf of himself and all other
2 similarly situated non-exempt, hourly employees employed by Defendants in California during the
3 relevant period (collectively, “Employees”; individually, “Employee”), complain of Defendants as
4 follows:

5 **INTRODUCTION**

6 1. Plaintiff brings this action on behalf of himself and all current and former
7 Employees within the State of California who, at any time during the four years prior to the filing
8 of this lawsuit, are or were employed as non-exempt, hourly employees by Defendants SIMPSON
9 STRONG-TIE COMPANY, INC., a California corporation; and DOES 1 through 50 (all
10 defendants being collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants
11 violated various provisions of the California Labor Code, relevant orders of the Industrial Welfare
12 Commission (IWC), and California Business & Professions Code, and seek redress for these
13 violations.

14 2. Plaintiff, CYLO VAN ROEUN (“ROEUN”) worked as a Shipping and Receiving
15 Associate at one of Defendants’ facilities and locations in California. Defendants employed other
16 similarly situated Class members as machine operators, forklift drivers, stockers, drivers,
17 warehouse workers, and in similar and related positions in connection with providing structural
18 systems research and supplying structural building products to Defendants’ customers throughout
19 California. Plaintiff and the other similarly situated Class members worked at Defendants’ behest
20 without being paid all wages due and without being provided all required breaks. More
21 specifically, Plaintiff and the other similarly situated Class members were employed by
22 Defendants and (1) shared similar job duties and responsibilities (2) were subjected to the same
23 policies and practices (3) and endured similar violations at the hands of Defendants as the other
24 Employees who served in similar and related positions.

25 3. Defendants required Plaintiff and the Employees in the Class to work off the clock
26 and failed to record accurate time worked by these Employees, failed to pay them at the
27 appropriate rates for all hours worked, failed to pay all wages due and owing at termination or
28 resignation, and provided Plaintiff and the Class members with inaccurate wage statements that

1 prevented them from learning of these unlawful pay practices. Defendants also failed to provide
2 Plaintiff and the Class with lawful meal and rest periods, as Employees were required to remain
3 under Defendants' control and were not provided with the opportunity to take full uninterrupted,
4 timely, and duty-free rest periods and meal breaks, as required by the Labor Code and the
5 applicable paragraphs of the IWC Wage Orders.

6 4. Defendant SIMPSON STRONG-TIE COMPANY, INC. is a California corporation
7 which lists its principal address with the California Secretary of State in Pleasanton, Alameda
8 County, California. It lists its type of business as "Connectors and anchors sales." Defendant
9 SIMPSON STRONG-TIE COMPANY, INC. is listed as the employer on the wage statements
10 issued to Plaintiff by Defendants, and upon information and belief to other Class members. Upon
11 information and belief, SIMPSON STRONG-TIE COMPANY, INC. operates various facilities
12 where their California Employees are based out of, including the California facilities where
13 Plaintiff worked.

14 5. This Court has jurisdiction over this Action pursuant to California Code of Civil
15 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
16 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
17 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
18 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
19 obligations and liabilities giving rise to this lawsuit occurred, at least in part in Alameda County,
20 where Defendants are headquartered.

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

7. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all respects as the employers or joint employers of Employees. Defendants, and each of them, exercised control over the wages, hours or working conditions of Employees, created and implemented the policies and practices that governed the employment of Plaintiff and the Class members and dictated their job duties and responsibilities, or otherwise suffered or permitted Plaintiff and the other Employee Class members to work, or engaged, thereby creating a common law employment relationship, with the Employee Class members. Therefore, Defendants, and each of them, employed or jointly employed the Employee Class members.

FACTUAL BACKGROUND

8. The Employees who comprise the Class, including Plaintiff, are non-exempt employees of Defendants pursuant to the applicable Wage Order of the Industrial Welfare Commission (“IWC”). During the period of four years prior to the filing of this action through its resolution, Plaintiff and the Class members were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates, including for meal period and rest break premium payments. Plaintiff also contend that Defendants failed to pay Plaintiff and the Class members all wages due and owing, including by miscalculating wages owed and by requiring off the clock work, failing to provide meal and rest breaks, failing to pay reporting time pay, and failing to furnish accurate wage statements and timely pay all wages owed, all in violation of various provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

9. During the course of Plaintiff's and the Class members' employment with Defendants, they were not paid all wages they were owed, including for all work performed (resulting in "off the clock" work) and for all their overtime hours worked, or were not paid at the correct rates. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-

1 exempt, hourly employees as shipping and receiving associates, machine operators, fork lift
2 drivers, stockers, drivers, warehouse workers, and in similar and related positions in connection
3 with providing structural systems research and technology and supplying structural building
4 products to Defendants' customers throughout Defendants' facilities in California.

5 10. Plaintiff was employed by Defendant as shipping and receiving associate and as a
6 machine operator with duties that included pulling client orders, wrapping orders, staging orders,
7 loading and unloading of trucks with merchandise, operating a forklift, running the paint line, and
8 ensuring that both the machine and manual operations were functioning correctly. Plaintiff
9 generally worked at least 40 hours per week, five to six shifts per week. Plaintiff's scheduled
10 hours were generally from 6:00 a.m. to 2:30p.m. or from 2:30 p.m. to 11:00 p.m.. Plaintiff was
11 generally scheduled to work for over eight hours, but on several occasions, Plaintiff was also
12 required to work longer shifts. Defendants required Plaintiff to endure substantial off-the-clock
13 work before and after his scheduled shift hours and was not paid for all hours worked at the
14 correct overtime rates. Additionally, Defendants required Plaintiff and Class Members to
15 communicate with management and review work schedules on their personal mobile telephones
16 while off the clock and employees were unpaid for this time.

17 11. Despite their obligation to maintain accurate timekeeping records for hours worked
18 by the Class members, Defendants maintained improper time record-keeping systems across their
19 California facilities and locations. Plaintiff and class members were constantly waiting in line to
20 clock in. Plaintiff's department had two time clocks and sometime the clock would freeze,
21 causing a delay in clocking in. There were always lines of employees waiting to clock in or clock
22 out at Defendants' places of business. When one shift was clocking out another shift was clocking
23 in causing further delay and congestion. Defendants prohibited class members from clocking in
24 earlier than 3 minutes before their shift time. This resulted in employees lining up in the minimal
25 amount of time that was not sufficient resulting in class members waiting in line and not getting
26 paid for several minutes before not getting paid. In fact, for all of Plaintiff's employment,
27 Defendants paid Employees by their scheduled hours, or Defendants' desired number of hours
28 rather than their actual hours worked. Many times, due to the long lines, Plaintiff and Class

1 Members would gather their equipment and don their work uniforms before clocking in.

2 12. On several occasions per week, Plaintiff and class members were asked by
3 Defendants to work after they clocked out from work. Moreover, Plaintiff and Class Members
4 Employees were also required to record a thirty-minute meal period by clocking out on the
5 KRONOS device at the start and end time of the meal period. Meal periods were regularly
6 interrupted by management asking Plaintiff and Class members to work during their meal periods
7 without getting paid.

8 13. Defendants followed a similar unlawful practice, upon information and belief, in
9 connection with other Employees in a concerted effort to limit and restrict regular and overtime
10 hours earned by and owing to Plaintiff and the other Class members. Time worked off the clock
11 also caused Plaintiff and other Class members to work beyond eight hours in a shift. As a result
12 of the above-described off the clock work, Defendants failed to pay Plaintiff and Class members
13 overtime for several minutes to hours at the end of work shifts which Defendants did not record
14 in any timekeeping or payroll records.

15 14. Plaintiff were therefore not paid for all his hours worked at the required minimum,
16 overtime and double time wage rates due to Defendants' policy and practice of requiring them to
17 work off the clock and without pay. With work shifts generally scheduled for eight hours or
18 more, this unpaid off the clock work resulted in Plaintiff and the Class members working past
19 eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times
20 their regular rate. Defendants thus systematically underpaid Plaintiff and the Class members by
21 failing to pay them at the required overtime rates for all hours over eight in a work shift or over
22 forty in a work week, and all hours over twelve in a day at the required double time rate. Upon
23 information and belief, the Class members were bound by similar scheduling and work policies
24 which Defendants required them to follow and endured similar violations at Defendants' hands as
25 Plaintiff.

26 15. Defendants have either failed to maintain timekeeping records for Plaintiff that
27 would permit Plaintiff to discover the nature and extent of the off the clock work Defendants
28 required and the actual hours Plaintiff worked or have otherwise declined to produce them to

1 Plaintiff in response to a timely and lawful request. By failing to pay for all hours worked,
2 Defendants have committed knowing and intentional ongoing violations of the record keeping
3 requirements under the Labor Code §§ 226 and 1174.

4 16. On many occasions, Plaintiff and Class Members reported to work at Defendants'
5 facilities and were told to return home due to mechanical issues at the jobsite. Defendants
6 required Plaintiff and Class Members to utilize their vacation and sick pay to pay for those days.
7 If the Class members did not have any available sick or vacation pay, they were required to work
8 without pay, all in violation of the California Labor Code.

9 17. As a result of the above-described unlawful requirements to work off the clock,
10 the failure to accurately record all hours worked and the other wage violations they endured at
11 Defendants' hands, Plaintiff and the Class members were not properly paid all wages earned and
12 all wages owed to them by Defendants, including when working more than eight hours in any
13 given day and/or more than forty hours in any given week. As a result of Defendants' unlawful
14 policies and practices, Plaintiff and Class members incurred overtime hours worked for which
15 they were not adequately and completely compensated, in addition to the hours they were
16 required to work off the clock at their regular rates.

17 18. The failure to pay for all hours worked and underpayment of wages to Plaintiff
18 and the Class members is and has been a direct consequence of Defendants' unlawful
19 compensation policies and practices, which upon information and belief applied uniformly to the
20 Class members working at Defendants' locations and facilities. As a result of the above-described
21 unlawful requirements to work off the clock and regular rate miscalculation, the failure to
22 accurately record all hours worked and pay wages at the correct rates, and the other wage
23 violations they endured at Defendants' hands, Plaintiff and the Class members were not properly
24 paid all wages earned and all wages owed to them by Defendants, including when working more
25 than eight hours in any given day and/or more than forty hours in any given week.

26 19. Therefore, from at least four years prior to the filing of this lawsuit and continuing
27 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
28 hours worked and failing to pay minimum wages for all time worked, as required by California

1 law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present,
2 Defendants had a consistent policy or practice of failing to pay Employees overtime compensation
3 at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a
4 week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of
5 Labor Code § 510 and the corresponding sections of IWC Wage Orders.

6 20. To the extent Defendants paid Plaintiff and the Class members bonuses, shift
7 differentials, sick pay, vacation pay, and other forms of remuneration above and beyond their
8 hourly pay, upon information and belief Defendants miscalculated and therefore underpaid any
9 overtime they paid during these pay periods by failing to include all forms of remuneration in the
10 regular rate used to calculate and pay overtime.

11 21. Defendants also failed to provide Plaintiff and the Class members with their
12 required meal periods, and the at least two ten-minute rest breaks required for scheduled shifts of
13 eight hours. Demanding workloads contributed to Defendants' common policy of failing to
14 provide lawful meal periods to Plaintiff and the Class members, as required under the Labor Code
15 and Paragraph 11 of the IWC Wage Order(s). Defendants similarly systematically failed to
16 authorize and permit Plaintiff and the employee Class Members to take all required 10-minute
17 rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

18 22. Moreover, Defendants consistently interrupted Plaintiff and Class Members rest
19 periods by texting employees or calling them on the loud speaker asking for work to be
20 completed during employee rest breaks; therefore, asserting control over employees during their
21 rest periods.

22 23. More specifically, Plaintiff worked shifts that entitled him to at least one meal
23 period, but Defendants' required Plaintiff and the Class members to prioritize work over taking
24 proper meal periods. In fact, Defendants made no effort to even schedule or otherwise account for
25 time for Plaintiff and the Class members to use for duty-free, net thirty minute meal periods. To
26 the extent Defendants required Plaintiff to work over ten hours on a work shift, Defendants also
27 failed to provide second meal periods and Defendants have produced no evidence of premium
28 payments for meal period violations under Labor Code 226.7. To the extent Defendants have paid

1 any such premiums, upon information and belief they failed to include all forms of remuneration,
2 including bonuses, wage differentials, sick pay, vacation pay, and prevailing rates, in the regular
3 rate at which Defendants paid the premium. Plaintiff have no recollection of agreeing to waive any
4 of her meal periods.

5 24. Defendants thus failed to provide all the legally required unpaid, off-duty meal
6 periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Class
7 members, as required by the applicable Wage Order and Labor Code. Plaintiff and other Class
8 members were required to perform work as ordered by Defendants for more than five hours during
9 a shift without receiving compliant meal periods. Additionally, as addressed above, Defendants
10 followed a practice of requiring off the clock work in a manner that would impact when
11 Employees were to receive meal periods and rest breaks and required them to respond to work
12 calls and inquiries and other demands during breaks, thus leading to further violations.

13 25. Upon information and belief, Defendants' systems did not automatically generate a
14 meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours
15 into a work shift or in the event the time punch records reflected a meal period of less than thirty
16 minutes. However, upon information and belief, in the event Defendants did pay any meal period
17 premiums, they did so at the employee's customary regular rate of hourly compensation without
18 including all forms of remuneration in that hourly rate calculation, for example by omitting
19 bonuses, wage differentials, sick pay, vacation pay, and prevailing wages and the like from the
20 rate at which meal premiums were paid.

21 26. As a result, Defendants' failure to provide Plaintiff and the Class members with all
22 legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest
23 periods is and will be evidenced by Defendants' business records, or lack thereof. Therefore, for at
24 least four years prior to the filing of this action and through to the present, Plaintiff and the Class
25 members were unable to take off duty breaks or were otherwise not provided with the opportunity
26 to take required breaks as required under the Labor Code and Wage Orders due to Defendants'
27 policies and practices. On the occasions when Plaintiff and the Class members were provided with
28 a meal period, it was often untimely or interrupted, or was impermissibly shortened, and

1 Employees were not provided with one hour's wages in lieu thereof. Meal period violations thus
2 occurred in one or more of the following manners:

- 3 (a) Class members were not provided full thirty-minute duty free meal periods
4 for work days in excess of five hours and were not compensated one hour's
5 wages in lieu thereof, all in violation of, among others, Labor Code §§
6 226.7, 512, and the applicable Industrial Welfare Commission Wage
7 Order(s);
- 8 (b) Class members were not provided second full thirty-minute duty free meal
9 periods for work days in excess of ten hours;
- 10 (c) Class members were required to work through at least part of their daily
11 meal period(s);
- 12 (d) Meal periods were provided after five hours of continuous work during a
13 shift; and
- 14 (e) Class members were restricted in their ability to take a full thirty-minute
15 meal period and were not permitted to leave their work premises during
16 meal periods and were otherwise required to remain under Defendants'
17 control during meal periods.

18 27. Similar violations resulted from Defendants' failure to authorize and permit
19 Plaintiff and the Class members to take duty-free, net ten minute rest breaks for every four hours
20 of shift work, or major fraction thereof. Plaintiff and the other similarly situated Class members
21 were either not authorized permitted the opportunity to take a rest break, or were required to
22 remain under Defendants' control and respond to instructions from management and job and
23 customer demands if and when they even attempted to take one. Upon information and belief,
24 Defendants also failed to authorize and permit Employees to leave the facilities during rest
25 breaks, evidencing Defendants' policy and practice of requiring Plaintiff and the Class members
26 to remain under their control during required off-duty rest break times.

27 28. Plaintiff and Class Members were required to be on "on-call or standby" for one
28 weekend per month. According to Defendants' policies, Plaintiff and Class Members were paid

1 \$5 per hour while they were on call from 6:00 p.m. on a Friday until 9:00 A.M. on the following
2 Sunday. If the Defendants did call an employee to work during this “on-call” time, Plaintiff and
3 Class Members were required to report to Defendant’s facility within one hour of being called.
4 During this time Plaintiff and Class Members were under the control of Defendants and not paid
5 at their regular rate, and in fact, were unlawfully paid less than minimum wage – at the rate of \$5
6 per hour.

7 29. Defendants thus failed to authorize and permit duty-free ten minute rest breaks as
8 required under the Labor Code and IWC Wage Orders. In fact, Defendants made no effort to even
9 schedule or otherwise account for time for Plaintiff and the Class members to use for duty-free,
10 net ten minute rest breaks. This common and unlawful policy uniformly applied to the Employees
11 during the relevant period, meaning Defendants’ rest break policy was not to schedule or
12 otherwise authorize and permit them. Plaintiff and the Class members worked eight to twelve
13 hours on an average shift, and were required to receive at least two rest breaks or three rest breaks
14 on shifts over ten hours. Given the work demands, and pressure from Defendants’ management,
15 Plaintiff and the Class members were compelled to not take rest breaks despite working extended
16 shifts. Defendants have produced no evidence of any payments for rest break violations under
17 Labor Code § 226.7. To the extent Defendants have paid any such premiums, upon information
18 and belief they failed to include all forms of remuneration, including bonuses, wage differentials,
19 sick pay, vacation pay, holiday pay prevailing wages and the like in the regular rate at which
20 Defendants paid the premium.

21 30. Defendants’ uniformly applied policies and practices thus resulted in untimely and
22 shortened or on-duty rest breaks when they were authorized and permitted. Plaintiff and the Class
23 members worked shifts of at least eight hours, which required at least two rest breaks, and often
24 worked shifts over ten hours, which required at least three rest breaks. Even on the occasions
25 when Defendants authorized and permitted Plaintiff to take a first rest break, they were not
26 permitted to take a second or a third break, and those that were provided were often late and
27 generally interrupted by job duties and requirements.

1 31. During rest periods, employers must relieve employees of all duties and relinquish
2 control over how employees spend their time. Plaintiff and the Class members were and are under
3 Defendants' control when they are working through rest breaks and remaining under Defendants'
4 control. Defendants have also provided either impermissibly shortened or untimely meal and rest
5 breaks to Plaintiff and the Class members. Plaintiff and the Employees in the Class were thus not
6 authorized and permitted to take lawful rest periods, were systematically required by Defendants
7 to work through or during breaks, and were not provided with one hour's wages in lieu thereof.
8 They were required to remain on-duty during breaks or portions of their breaks, thus making
9 them either untimely or shortened and on-duty, and they were also prevented from leaving the
10 facility and otherwise remain under Defendants' control during rest breaks under Defendants'
11 uniformly applied policies and practices. Rest period violations therefore arose in one or more of
12 the following manners:

- 13 (a) Class members were required to work without being provided a minimum
14 ten minute rest period for every four hours or major fraction thereof worked
15 and were not compensated one hour of pay at their regular rate of
16 compensation for each workday that a rest period was not provided, and to
17 the extent Defendants paid any premiums, they failed to include all forms of
18 remuneration in the regular rate used to calculate and pay them.
- 19 (b) Class members were not authorized and permitted to take timely rest periods
20 for every four hours worked, or major fraction thereof;
- 21 (c) Class members were required to remain on duty and under Defendants'
22 control during rest periods or otherwise had their rest periods interrupted by
23 work demands.

24 32. Defendants also violated California Labor Code § 246 by not providing all
25 required paid sick days to Plaintiff and the similarly aggrieved Employees. Labor Code § 246
26 provides that an Employee who "works in California for the same employer for 30 or more days
27 within a year from the commencement of employment is entitled to paid sick days as specified in
28 this section." Paid sick time for nonexempt employees shall be calculated in the same manner as

1 the regular pay rate for the workweek in which the employee uses the paid sick time. Defendants
2 failed to provide Plaintiff and the other similarly Aggrieved Employees with all their required and
3 earned sick days paid at the correct rate of pay, in violation of Labor Code § 246. Additionally
4 and upon information and belief, Defendants have failed to provide COVID-19 supplemental sick
5 leave to the Class members during the relevant time period, including by failing to provide two
6 work weeks of COVID-19 supplemental paid sick leave paid at the correct rates as required under
7 Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are
8 enforced through Labor Code § 248.5, which requires that: “If paid sick days were unlawfully
9 withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or
10 two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate
11 penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty.”
12 Plaintiff accordingly seek this relief available for Defendants’ failure to provide Employees with
13 all their required and earned sick days and all their COVID-19 supplemental sick leave in
14 violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and
15 applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and
16 2699(f)(2), and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

17 33. Defendants also maintained policies that provide for the unlawful forfeiture of
18 vested vacation pay in violation of Labor Code § 227.3. Under California law, vacation wages are
19 considered a form of wages. Vested vacation pay and other similar forms of paid time off earned
20 based on labor performed are considered wages that cannot be subject to forfeiture without
21 compensation for forfeited days at the applicable rates required by law. Plaintiff and the Class
22 members are entitled to vacation accrued during their employment with Defendants, and upon
23 information and belief, upon termination, Plaintiffs and the Class members were not paid out all
24 accrued vacation pay.

25 34. Upon information and belief, Defendants also failed to provide Employees such as
26 Plaintiff at the time of their employment and thereafter with written notice complying with all the
27 requirements of Labor Code § 2810.5, which provides that: “At the time of hiring, an employer
28 shall provide to each employee a written notice, in the language the employer normally uses to

1 communicate employment-related information to the employee, containing” specific required
2 information. Upon information and belief, Defendants failed to provide this information to the
3 Aggrieved Employees as required under Labor Code § 2810.5. Defendants were required to
4 provide Plaintiff and the aggrieved employee Class members certain specific information upon
5 hiring pursuant to California Labor Code § 2810.5. Defendants failed to provide Plaintiff with
6 any such information when they were hired, or have failed to produce it, and upon information
7 and belief Defendants committed similar violations in connection with similarly situated and
8 aggrieved Class members.

9 35. As a result of these illegal policies and practices, Defendants also engaged in and
10 enforced the following additional unlawful practices and policies against Plaintiff and the Class
11 members they seek to represent:

- 12 (a) failing to pay all wages owed to Class members who either were discharged,
13 laid off, or resigned in accordance with the requirements of Labor Code §§
14 201, 202, 203;
- 15 (b) failing to pay all wages owed to the Class members twice monthly in
16 accordance with the requirements of Labor Code § 204;
- 17 (c) failing to pay Class members all wages owed, including all meal and rest
18 period premium wages, and failing to pay them at the regular rate of
19 compensation;
- 20 (d) failing to maintain accurate records of Class members’ hours worked and
21 earned wages and meal periods in violation of Labor Code §§ 226 and
22 1174(d) and section 7 of the applicable IWC Wage Orders; and
- 23 (e) failing to produce timekeeping records in response to Plaintiff’ timely and
24 lawful request to receive them under these authorities.

25 36. Defendants have also consistently failed to provide Class members with timely,
26 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws,
27 including by the above-described requirement of off the clock work, failure to pay all overtime
28 and double time wages owed and failure to pay them at the appropriate premium rates, and failure

1 to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by
2 miscalculating any overtime or meal period or rest break premium wages and by the systematic
3 and unlawful deductions Defendants took from Employee wages. Defendants have also made it
4 difficult to account with precision for the unlawfully withheld wages and meal and rest period
5 compensation owed to Plaintiff and the Class, during the liability period, including because they
6 did not calculate the regular rate of pay correctly when paying overtime or meal period premiums
7 and because they did not implement and preserve a record-keeping method as required for non-
8 exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable
9 California Wage Orders. Upon information and belief, time clock punches were not maintained or
10 were not accurately maintained for work shifts and meal periods. Defendants also failed to
11 accurately record and pay for all regular and overtime hours worked and submitted by Plaintiff
12 and the Class members, including by failing to pay all overtime hours at the correctly calculated
13 overtime premium rate.

14 37. Defendants also provided Plaintiff and the Class members with wage statements
15 that failed to accurately report all hours worked and applicable hourly rates for all hours worked.
16 For the same reasons as explained above, Plaintiff and the Class members were provided with
17 unlawful wage statements that failed to reflect all hours worked and failed to pay for all overtime
18 hours or failed to pay overtime wages at the correct overtime premium rate, and Defendants
19 miscalculated meal and rest break premiums, and sick time if and when they did pay them.
20 Defendants followed this unlawful policy and practice even though both Plaintiff and Defendants
21 were aware that Plaintiff and the Class members worked more total hours than were reflected on
22 the wage statements, including overtime hours, and were underpaid by regular rate miscalculation.
23 Plaintiff and the Employees in the Class were unable to discern from their wage statements alone
24 the actual hours they worked in total during a pay period and the rates they were paid for those
25 hours worked.

26 38. Defendants have thus also failed to comply with Labor Code § 226(a) by
27 inaccurately reporting total hours worked and total wages earned by Plaintiff and the Class
28 members, along with the appropriate applicable rates, among others requirements. Plaintiff and

1 Class members are therefore entitled to penalties not to exceed \$4,000.00 for each employee
2 pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the
3 applicable California IWC Wage Orders by failing to maintain time records showing when the
4 employee begins and ends each work period, meal periods, and wages earned pursuant to Labor
5 Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from
6 payment of wages and accurately reporting total hours worked.

7 39. Defendants also required Plaintiff and the Class members to work hours off the
8 clock for which they were not compensated. They were required to endure off the clock work
9 addressed above, including during interrupted or otherwise on-duty meal and rest periods and were
10 not provided with sick pay and supplemental sick leave and were subjected to systematic off the
11 clock work. Defendants also failed to pay all overtime premium wages owed for work conducted
12 on a work shift and a workday or failed to pay it at the correct rate, as addressed above. Therefore,
13 Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to
14 Plaintiff and other similarly situated Employees at the time of their termination or within seventy-
15 two hours of their resignation, as required by California law, including Labor Code § 203.

16 40. Additionally, from at least four years prior to the filing of this lawsuit and
17 continuing to the present, Defendants have regularly required Plaintiff and the Class members to
18 incur necessary business expenses in the course of performing their required job duties without
19 reimbursement. These included the cell phone-related expenses Plaintiff incurred in responding to
20 calls from management and downloading apps required by Defendants to review employee
21 schedules. Class members must be reimbursed for these necessary business expenses under Labor
22 Code § 2802, and Defendants systematically failed to do so.

23 41. In light of the foregoing, Plaintiff and the Employees in the Class bring this action
24 pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 226, 226.4, 226.7,
25 227.3, 246, 248.1, 248.2, 248.5, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194,
26 1194.2 1197, 1198, 1198.5, 1199, 2802, 2810.5, and California Code of Regulations, Title 8,
27 section 11000 *et seq.*

28 42. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff

1 and the Class members seek injunctive relief, restitution, and disgorgement of all benefits
2 Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or
3 fraudulent practices alleged in this Complaint.

4 **CLASS ALLEGATIONS**

5 43. Plaintiff brings this class action on behalf of himself, and all others similarly
6 situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (or “the
7 Class” or “Class members”) defined as follows: “All individuals employed by Defendants at any
8 time during the period of four (4) years prior to the filing of this lawsuit and ending on a date as
9 determined by the Court (“the Class Period”), and who have been employed as non-exempt,
10 hourly employees within the State of California.” This includes shipping and receiving Associates,
11 machine operators, forklift drivers, stockers, drivers, warehouse workers, and those in similar and
12 related positions in connection with providing structural systems research and technology and
13 supplying structural building products to Defendants’ customers throughout California. Further,
14 Plaintiff seeks to represent the Subclasses composed of and defined as follows:

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

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

20 c. Subclass 3. Meal Period Subclass. All Class members who were subject to
21 Defendants’ policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
22 free meal periods or one hour of pay at the Employee’s regular rate of pay in lieu thereof.

23 d. Subclass 4. Rest Break Subclass. All Class members who were subject to
24 Defendants’ policy and/or practice of failing to authorize and permit Employees to take
25 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
26 thereof, and failing to pay one hour of pay at the Employee’s regular rate of pay in lieu thereof.

27 e. Subclass 5. Sick-Pay Class: All Class members who, within the applicable
28 limitations period, worked for more than 30 days for Defendants and were not paid for at least one

hour of sick time for every 30 hours of work thereafter, or at least 3 days of sick time for every 12-month period.

f. Subclass 6. Vacation Forfeiture Subclass. All Class members who, within the applicable limitations period, were subjected by Defendants to an unlawful forfeiture of vested vacation pay.

g. Subclass 7. Reporting Time Pay Subclass: All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week while they were required to report to work and were told to leave.

h. Subclass 8. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

i. Subclass 9. Failure to Timely Pay Wages Twice Monthly Subclass. All Class members who were subject to Defendants' policy and practice of not timely paying all wages earned when they were due and payable at least twice monthly.

j. Subclass 10. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

k. Subclass 11. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

l. Subclass 12. Expense Reimbursement Subclass. All Class members who incurred necessary and reasonable expenses in connection with performing their job duties for Defendants and who were subject to a policy and/or practice under which such expenses were not reimbursed.

m. Subclass 13. UCL Subclass. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

44. Plaintiff reserves the right under California Rule of Court 3.765 to amend or

1 modify the class description with greater particularity or to provide further division into subclasses
2 or limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class
3 against Defendants, the Class Period should be adjusted accordingly.

4 45. Defendants, as a matter of company policy, practice and procedure, and in violation
5 of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage Order requirements,
6 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged
7 in a practice whereby Defendants failed to correctly calculate and pay compensation for the time
8 worked by Plaintiff and the other members of the Class, even though Defendants enjoyed the
9 benefit of this work, required Employees to perform this work and permitted or suffered to permit
10 this work. Defendants have uniformly denied these Class members wages to which these
11 employees are entitled, and failed to provide meal periods or authorize and permit rest periods, in
12 order to unfairly cheat the competition and unlawfully profit.

13 46. This action has been brought and may properly be maintained as a class action
14 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
15 of interest in this litigation and the proposed Class is easily ascertainable from the employment
16 records for Plaintiff and the Class members that Defendants are required to maintain under
17 California law.

18 **A. Numerosity**

19 47. The potential members of the Class as defined are so numerous that joinder of all
20 the Class members is impracticable. While the precise number of Class member has not been
21 determined at this time, Plaintiff is informed and believe that Defendants employ or, during the
22 time period relevant to this lawsuit employed, at least hundreds of Employees who satisfy the
23 Class definition within the State of California. Plaintiff alleges that Defendants’ employment
24 records will provide information as to the number and location of all Class members.

25 **B. Commonality**

26 48. There are questions of law and fact common to the Class that predominate over any
27 questions affecting only individual Class members. The common questions are numerous and
28 substantial and flow from Defendants’ uniform policies and/or practices of violating the California

1 Labor Code addressed above. As such, these common questions predominate over individual
2 questions concerning each individual Class Member's showing as to his or her eligibility for
3 recovery or as to the amount of damages. These common questions of law and fact include:

- 4 a. Whether Defendants failed to pay Employees minimum wages;
- 5 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 6 c. Whether Defendants failed to pay Employees overtime as required under Labor
7 Code § 510;
- 8 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
9 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
10 premium pay in lieu thereof;
- 11 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
12 Orders, by failing to authorize and permit Employees to take requisite rest breaks,
13 or provide premium pay in lieu thereof;
- 14 f. Whether Defendants violated Labor Code § 226(a) by providing Employees with
15 inaccurate wage statements and wage statements that omitted many of the Section
16 226(a) requirements.
- 17 g. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
18 wages and compensation due and owing at the time of termination of employment;
- 19 h. Whether Defendants' conduct was willful;
- 20 i. Whether Defendants violated Labor Code § 226 and § 1174 and § 1198 and the
21 IWC Wage Orders by failing to maintain accurate records of Class members'
22 earned wages and work periods;
- 23 j. Whether Defendants violated Labor Code § 1194 by failing to compensate all
24 Employees during the relevant time period for all hours worked, whether regular or
25 overtime;
- 26 k. Whether Defendants violated Labor Code § 204 by failing to pay Employees all
27 wages earned at least twice monthly;
- 28 l. Whether Defendants failed to properly pay reporting time pay to Employees;

- 1 m. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not
2 providing employees with all required sick days and COVID-19 supplemental sick
3 leave;
- 4 n. Whether Defendants violated California Labor Code § 227.3 by not providing
5 employees with all vacation wages;
- 6 o. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary
7 business expenses incurred by Employees;
- 8 p. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not
9 providing employees with all required sick days and COVID-19 supplemental sick
10 leave;
- 11 q. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- 12 r. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- 13 s. Whether Employees are entitled to equitable relief pursuant to Business and
14 Professions Code § 17200 *et seq.*

15 **C. Typicality**

16 49. The claims of the named Plaintiff are typical of those of the other Employees. The
17 Employee Class members all sustained injuries and damages arising out of and caused by
18 Defendants' common course of conduct and uniformly applied policies in violation of statutes, as
19 well as regulations, that have the force and effect of law, as alleged herein. Plaintiff' claims for the
20 off the clock work and meal and rest violations they were required to endure are typical of those of
21 the other Class members.

22 **D. Adequacy of Representation**

23 50. Plaintiff will fairly and adequately represent and protect the interest of the
24 Employee Class members. Counsel who represents Plaintiff and the Employees in the Class are
25 experienced and competent in litigating employment class actions.

26 **E. Superiority of Class Action**

27 51. A class action is superior to other available means for the fair and efficient
28 adjudication of this controversy. Individual joinder of all Employees is not practicable, and

1 questions of law and fact common to all Employees predominate over any questions affecting only
2 individual Employees. Each Employee in the Class has been damaged and is entitled to recovery
3 by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

4 52. As to the issues raised in this case, a class action is superior to all other methods for
5 the fair and efficient adjudication of this controversy, as joinder of all Class members is
6 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class
7 members. Further, as the economic or other loss suffered by vast numbers of Class members may
8 be relatively small, the expense and burden of individual actions makes it difficult for the Class
9 members to individually redress the wrongs they have suffered. Moreover, in the event
10 disgorgement is ordered, a class action is the only mechanism that will permit the employment of
11 a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in
12 managing this case as a class action, and proceeding on a class-wide basis will permit Employees
13 to vindicate their rights for violations they endured which they would otherwise be foreclosed
14 from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

15 53. Class action treatment will allow those persons similarly situated to litigate their
16 claims in the manner that is most efficient and economical for the parties and the judicial system.
17 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.
18 Plaintiff contemplate the eventual issuance of notice to the proposed Class members that would set
19 forth the subject and nature of the instant action. The Defendants' own business records can be
20 utilized for assistance in the preparation and issuance of the contemplated notices. To the extent
21 that any further notice is required additional media and/or mailings can be used.

22 54. Defendants, as prospective and actual employers of the Employees in the Class,
23 had a special fiduciary duty to disclose to prospective Class members the true facts surrounding
24 Defendants' pay practices, policies and working conditions imposed upon the similarly situated
25 Employees as well as the effect of any alleged arbitration agreements that may have been forced
26 upon them. In addition, Defendants knew they possessed special knowledge about pay practices
27 and policies, most notably intentionally refusing to pay for all hours actually worked which should
28 have been recorded in Defendants' pay records and the consequence of the alleged arbitration

1 agreements and policies and practices on the Employees and Class as a whole.

2 55. Plaintiff and the Employees in the Class did not discover the fact that they were
3 entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there
4 any discussion about Plaintiff' and the Class members' waiver of their Constitutional rights of trial
5 by jury, to collectively organize and oppose unlawful pay practices under California law as well as
6 obtain injunctive relief preventing such practices from continuing. As a result, the applicable
7 statutes of limitation tolled until such time as Plaintiff and the Class members discovered their
8 claims.

9 **FIRST CAUSE OF ACTION**
10 **FAILURE TO PAY MINIMUM WAGES**
11 **(Against All Defendants)**

12 56. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
13 full herein.

14 57. Defendants failed to pay Employees minimum wages for all hours worked.
15 Defendants had a consistent policy of failing to pay Employees for all hours worked. Employees
16 would work hours and not receive wages, including as alleged above in connection with off the
17 clock work, including all the time required to remain on duty and under Defendants' control
18 during breaks and due to the work demands placed upon them by Defendants' management and
19 by paying what should have been overtime hours as regular hours. Defendants' uniformly applied
20 policies required systematic off the clock work and underpayment of all wages owed to
21 Employees over a period of time, while benefiting Defendants. During the relevant time period,
22 Defendants thus regularly failed to pay minimum wages to Plaintiff and the Class members,
23 including by requiring systematic off the clock work. To the extent any local wage ordinances
24 were also applicable to paying the employees an hourly rate above the minimum wage rate,
25 Defendants failed to comply with the local wage ordinances. To the extent any prevailing rates
26 and fringe benefits were also applicable to paying the employees an hourly rate above the
27 minimum wage rate, Defendants failed to comply with the prevailing rate requirements.
28 Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation,

1 applicable to the Class as a whole, as a result of implementing a uniform policy and practice that
2 denied accurate compensation to Plaintiff and the other members of the Class as to minimum
3 wage pay.

4 58. In California, employees must be paid at least the applicable state minimum wage
5 for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and
6 paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Also, pursuant to
7 California Labor Code § 204, other applicable laws and regulations, and public policy, an
8 employer must timely pay its employees for all hours worked. Defendants failed to do so.

9 59. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage”
10 states: “The minimum wage for employees fixed by the commission is the minimum wage to be
11 paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The
12 applicable minimum wage rate fixed by the commission for work during the relevant period is
13 found in the Wage Orders.

14 60. The minimum wage provisions of California Labor Code are enforceable by private
15 civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to
16 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
17 overtime compensation applicable to the employee is entitled to recover in a civil action the
18 unpaid balance of the full amount of this minimum wage or overtime compensation, including
19 interest thereon, reasonable attorney’s fees and costs of suit.”

20 61. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
21 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
22 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
23 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
24 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in
25 the absence of a contractually agreed upon one.

26 62. In committing these violations of the California Labor Code, Defendants
27 inaccurately recorded, or required Plaintiff and the Class members to input times that did not
28 reflect their actual hours worked, or miscalculated hours or rates or otherwise underpaid the actual

1 time worked by Plaintiff and other members of the Class, including by requiring off the clock
2 work as addressed in detail above. Defendants acted in an illegal attempt to avoid the payment of
3 all earned wages, and other benefits in violation of the California Labor Code, the Industrial
4 Welfare Commission requirements and other applicable laws and regulations. As a result of these
5 violations, Defendants also failed to timely pay all wages earned in accordance with California
6 Labor Code § 1194.

7 63. California Labor Code § 1194.2 also provides for the following remedies: “In any
8 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
9 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
10 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

11 64. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
12 1197.1, Plaintiff and Class members are entitled to recover a penalty of \$100.00 for the initial
13 failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to
14 pay each employee minimum wages.

15 65. Pursuant to California Labor Code § 1194.2, Plaintiff and Class members are
16 further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and
17 interest thereon.

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

21 67. Plaintiff and the Class members are entitled to recover the unpaid minimum wages
22 (including double minimum wages) and local wage ordinance wages and liquidated damages in an
23 amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s
24 fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other
25 members of the Class further request recovery of all unpaid wages, according to proof, interest,
26 statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as
27 provided by the California Labor Code and/or other applicable statutes. To the extent minimum
28 wage compensation is determined to be owed to the Class members who have terminated their

1 employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore
2 these individuals are also be entitled to waiting time penalties under California Labor Code § 203,
3 which penalties are sought herein on behalf of these Class members. Defendants' failure to timely
4 pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code §
5 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as
6 alleged herein was willful, intentional, and not in good faith. Further, Plaintiff and other Class
7 members are entitled to seek and recover statutory costs.

8 **SECOND CAUSE OF ACTION**

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

10 **(Against All Defendants)**

11 68. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
12 full herein.

13 69. California Labor Code § 1194 provides that "any employee receiving less than the
14 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
15 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
16 compensation, including interest thereon, reasonable attorney's fees, and costs of suit." The action
17 may be maintained directly against the employer in an employee's name without first filing a
18 claim with the Division of Labor Standards and Enforcement.

19 70. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and
20 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
21 Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular
22 hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40)
23 hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any
24 one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12)
25 hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of
26 work in a workweek. To the extent Defendants failed to pay overtime and double time
27 wages as required under Labor Code § 511. Defendants committed ongoing and systematic
28 violations by failing to pay for all hours worked and failing to pay them at the required

1 regular and overtime rates under the Labor Code.

2 71. Defendants had a consistent policy of not paying Employees wages for all hours
3 worked, including by requiring off the clock work as addressed above, by unlawful deductions, by
4 under-reporting actual hours worked, and by requiring Employees to do so as well. Defendants
5 have also failed to include all forms of remuneration in the regular rate of pay used to calculate
6 and pay overtime and failed to begin paying overtime when it was incurred due to the off the clock
7 work, as detailed above.

8 72. Defendants thus had a consistent policy of not paying Employees wages for all
9 hours worked, including hours at their required regular, overtime, and double-time rates.
10 Defendants, and each of them, have intentionally and required Plaintiff and the Class members to
11 do so, or otherwise caused them to work off the clock to avoid paying Plaintiff and the Class
12 members all earned and owed straight time and overtime wages and other benefits, in violation of
13 the California Labor Code, the California Code of Regulations and the IWC Wage Orders and
14 guidelines set forth by the Division of Labor Standards and Enforcement. Defendants have also
15 violated these provisions by requiring Plaintiff and other similarly situated non-exempt employees
16 to work through meal periods or remain under Defendants' control when they were required to be
17 clocked out or to otherwise work off the clock to complete their daily job duties and respond to
18 demands from customers and managers.

19 73. Therefore, Employees were not properly compensated, nor were they paid overtime
20 rates for hours worked in excess of eight hours in a given day, and/or forty hours in a given week.
21 Based on information and belief, Defendants did not make available to Employees a reasonable
22 protocol for correcting time records when Employees worked overtime hours or to fix incorrect
23 time entries or those that Defendants unlawfully under-recorded to the Employee's detriment.
24 Defendants have also violated these provisions by requiring Plaintiff and other similarly situated
25 Class members to work through meal periods when they were required to be clocked out or to
26 otherwise work off the clock to complete their daily job duties.

27 74. Defendants' failure to pay Plaintiff and the Class members the unpaid balance of
28 regular wages owed and overtime compensation for all hours worked, as required by California

1 law, violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable
2 IWC Wage Order, and is therefore unlawful. Defendants also failed to correctly calculate the
3 regular rate used to calculate and pay overtime, and meal and rest premiums, as addressed above.

4 75. Additionally, Labor Code § 558(a) provides “any employer or other person acting
5 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
6 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
7 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
8 pay period for which the employee was underpaid in addition to an amount sufficient to recover
9 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each
10 underpaid employee for each pay period for which the employee was underpaid in addition to an
11 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall
12 be paid to the affected employee.” Labor Code § 558(c) states, “the civil penalties provided for in
13 this section are in addition to any other civil or criminal penalty provided by law.” Defendants
14 have violated provisions of the Labor Code regulating hours and days of work as well as the IWC
15 Wage Orders. Accordingly, Plaintiff and the Class members seek the remedies set forth in Labor
16 Code § 558.

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

23 77. Employees have been damaged by these violations of California Labor Code §§
24 204 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under
25 Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less
26 than \$100 for causing Employees “to work for longer hours than those fixed, or under conditions
27 of labor prohibited by an order of the commission” or if the employer pays “a wage less than the
28 minimum fixed by an order of the commission” or “violates...any provision of this chapter or

1 any order or ruling of the commission.”

2 78. Consequently, pursuant to the California Labor Code, including Labor Code §§
3 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including
4 paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of
5 all their unpaid wages and overtime compensation for all their hours worked, with interest, plus
6 their reasonable attorneys’ fees and costs, as well as the assessment of any statutory penalties
7 against Defendants, and each of them, and any additional sums as provided by the Labor Code
8 and/or other statutes.

9 **THIRD CAUSE OF ACTION**

10 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

11 **(Against All Defendants)**

12 79. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
13 full herein.

14 80. Employees regularly worked shifts greater than five (5) hours and in some
15 instances, greater than ten (10) hours. Pursuant to Labor Code § 512, and paragraph 11 of the
16 applicable IWC Wage Order, an employer may not employ someone for a shift of more than five
17 (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or
18 for a shift of more than ten (10) hours without providing him or her with a second meal period of
19 not less than thirty (30) minutes.

20 81. Defendants failed to provide Employees with meal periods as required under the
21 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required
22 to work or to otherwise remain under Defendants’ control during meal periods, or Defendants
23 provided them after Employees worked beyond the fifth hour of their shifts or Employees
24 otherwise had them shortened and interrupted by work demands and requirements to perform off
25 the clock work and remain under Defendants’ control. Furthermore, upon information and belief,
26 on the occasions when Employees worked more than ten hours in a given shift, they did so
27 without receiving a second uninterrupted thirty-minute meal period as required by law.

28 82. Defendants thus failed to provide Plaintiff and the Class members with meal

1 periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order,
2 including by not providing them with the opportunity to take meal breaks, by providing them late
3 or for less than thirty minutes, or by requiring them to perform work during breaks.

4 83. Moreover, Defendants failed to compensate Employees for each meal period not
5 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
6 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
7 employee a meal period in accordance with this section, the employer shall pay the employee one
8 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
9 period is not provided. As detailed above, on the occasions when Defendants did pay any meal
10 period premiums, they upon information and belief underpaid them by miscalculating the regular
11 rate of compensation by not including all forms of remuneration in it. Defendants thus failed to
12 compensate the Employees in the Class for each meal period not provided or inadequately
13 provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC
14 Wage Order.

15 84. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the
16 applicable IWC Wage Order, Employees in the Class are entitled to damages in an amount equal
17 to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or
18 deficiently provided, a sum to be proven at trial, as well as the assessment of any statutory
19 penalties against the Defendants, and each of them, in a sum as provided by the Labor Code and
20 other statutes and applicable IWC Wage Order paragraphs.

21 **FOURTH CAUSE OF ACTION**

22 **REST-BREAK PERIOD LIABILITY UNDER LABOR CODE § 226.7**

23 **(Against All Defendants)**

24 85. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
25 full herein.

26 86. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders
27 provide that employers must authorize and permit all employees to take rest periods at the rate of
28 ten minutes net rest time per four (4) work hours.

1 87. Employees consistently worked consecutive four hour shifts and were generally
2 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and
3 permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable
4 IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for
5 each consecutive four hour shift, and Defendants failed to provide Employees with timely rest
6 breaks of not less than ten minutes for each consecutive four hour shifts. Defendants made no
7 effort to authorize and permit Plaintiff and the Class members to take lawful rest breaks.
8 Employees were often required to work or to otherwise remain under Defendants' control during
9 rest periods, including by responding to work requirements, being prohibited from leaving the
10 worksites, and had breaks provided untimely as a result of the above described off the clock work.

11 88. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage
12 Orders provide that if an employer fails to provide an employee rest period in accordance with this
13 section, the employer shall pay the employee one hour of pay at the employee's regular rate of
14 compensation for each workday that the rest period is not provided. Defendants failed to do so.

15 89. Defendants, and each of them, have therefore intentionally and improperly denied
16 rest periods to Plaintiff and the Class members in violation of Labor Code §§ 226.7 and 512 and
17 paragraph 12 of the applicable IWC Wage Orders.

18 90. Defendants failed to authorize and permit Plaintiff and the Class members to take
19 rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees
20 with an additional hour of pay at each Employee's hourly rate for each day that Defendants failed
21 to provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs
22 12 and 20 of the applicable IWC Wage Orders. To the extent Defendants paid any rest break
23 premiums, they upon information and belief, underpaid them by miscalculating the regular rate of
24 compensation by not including all forms of remuneration in it. Defendants thus failed to
25 compensate the Employees in the Class for each rest period not provided or inadequately
26 provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC
27 Wage Order.

28 91. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the

1 applicable IWC Wage Orders, Employees are entitled to damages in an amount equal to one hour
2 of wages at their effective hourly rates of pay for each day worked without the required rest
3 breaks, a sum to be proven at trial, as well as the assessment of any statutory penalties against
4 Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.

5 **FIFTH CAUSE OF ACTION**

6 **FAILURE TO PAY PROPER SICK PAY IN VIOLATION OF LABOR CODE § 246**

7 **(Against All Defendants)**

8 92. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
9 full herein.

10 93. Labor Code Section 246 affords an employee “who works in California for 30 or
11 more days within a year from the commencement of employment [] paid sick days . . . of not less
12 than one hour per every 30 hours worked” and “no less than 24 hours of accrued sick leave or paid
13 time off by the 120th calendar day of employment or each calendar year, or in each 12-month
14 period.”

15 94. Additionally, Subsection (l) of Labor Code § 246 provides: “For the purposes of
16 this section, an employer shall calculate paid sick leave using any of the following calculations:
17 (1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular
18 rate of pay for the workweek in which the employee uses paid sick time, whether or not the
19 employee actually works overtime in that workweek.”

20 95. Defendants had a common policy and practice of systemically failing to pay Plaintiff
21 and Sick Pay Class Members the requisite sick time pay in accordance with California Law.
22 Specifically, the sick pay paid to Plaintiff and Sick Pay Class Members did not account for
23 differential pay as well as performance-based non-discretionary bonuses, which were never factored
24 into the rate upon which sick pay was accrued and paid. Furthermore, Defendants deprived Plaintiff
25 and Class Members of sick pay by requiring them to use sick pay in lieu of paying reporting time
26 pay.

27 96. Therefore, Sick Pay Class Members are owed the unpaid balance of said wages
28 pursuant to the Wage order according to proof at trial, interest pursuant to Labor Code §§ 218.6

1 and 1194(a), Civil Code §§ 3287 and § 3289, and reasonable attorneys' fees and costs and/or
2 penalties pursuant to Labor Code § 558(a).

3 **SIXTH CAUSE OF ACTION**

4 **FAILURE TO PAY VACATION WAGES (LABOR CODE § 227.3)**

5 **(Against All Defendants)**

6 97. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
7 full herein.

8 98. California Labor Code § 227.3 provides: “Unless otherwise provided by a
9 collective-bargaining agreement, whenever a contract of employment or employer policy provides
10 for paid vacations, and an employee is terminated without having taken off his vested vacation
11 time, all vested vacation shall be paid to her as wages at his final rate in accordance with such
12 contract of employment or employer policy respecting eligibility or time served; provided,
13 however, that an employment contract or employer policy shall not provide for forfeiture of vested
14 vacation time upon termination. The Labor Commissioner or a designated representative, in the
15 resolution of any dispute with regard to vested vacation time, shall apply the principles of equity
16 and fairness.”

17 99. At all relevant times during the applicable limitations period, Plaintiff and the Class
18 members accrued vacation time and paid time off during their employment with Defendants. As a
19 result of their reimbursement policies and practices, Plaintiff is informed and believes and thereon
20 alleges that Defendants failed to reimburse them for all accrued vacation and paid time off wages.
21 Furthermore, Defendants deprived Plaintiff and Class Members of vacation pay by requiring them
22 to use vacation pay in lieu of paying reporting time pay.

23 100. By reason of the above, Plaintiff and the Class members are entitled to restitution
24 for all unpaid amounts due and owing to within four years of the date of the filing of the
25 Complaint until the date of entry of judgment.

26 101. Plaintiff, on behalf of himself and the members of the Class, seeks interest thereon
27 pursuant to California Labor Code § 218.6, costs pursuant to California Labor Code § 218.6, and
28 reasonable attorneys’ fees pursuant to California Code of Civil Procedure § 1021.5.

SEVENTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)
(Against All Defendants)

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

103. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate; these statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid.

104. Defendants failed to provide Plaintiff and the similarly situated Employee Class members with accurate itemized wage statements in writing, as required by the Labor Code and paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements issued to Employees by Defendants failed to accurately account for wages, overtime, and premium pay, including for all overtime and double time hours worked and for deficient meal periods and rest breaks, all of which Defendants knew or reasonably should have known were owed to the Employees, as alleged above.

105. Throughout the liability period, Defendants intentionally failed to furnish to Plaintiff and the Class members, upon each payment of wages, itemized statements accurately showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor

1 Code § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory
2 requirements. Defendants knowingly and intentionally failed to provide Plaintiff and the Class
3 members with such timely and accurate wage and hour statements.

4 106. Plaintiff and the Class members suffered injury as a result of Defendants' knowing
5 and intentional failure to provide them with the wage and hour statements as required by law and
6 are presumed to have suffered injury and entitled to penalties under Labor Code § 226(e), as the
7 Defendants have failed to provide an accurate wage statement, failed to provide accurate and
8 complete information as required by any one or more of items Labor Code § 226 (a)(1) to (9),
9 inclusive, and the Plaintiff and Class members cannot promptly and easily determine from the
10 wage statement alone one or more of the following: (i) The amount of the gross wages or net
11 wages paid to the employee during the pay period or any of the other information required to be
12 provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of
13 subdivision (a), (ii) Which deductions the employer made from gross wages to determine the net
14 wages paid to the employee during the pay period, (iii) The name and address of the employer
15 and, (iv) The name of the employee and only the last four digits of his or her social security
16 number or an employee identification number other than a social security number. For purposes
17 of Labor Code § 226(e) "promptly and easily determine" means a reasonable person [i.e. an
18 objective standard] would be able to readily ascertain the information without reference to other
19 documents or information.

20 107. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
21 are required "to pay each employee, on the established payday for the period involved, not less
22 than the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor
23 Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order
24 or under conditions of labor prohibited by the order is unlawful." Plaintiff and the Class members
25 may therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph
26 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable
27 IWC Wage Orders.

28 108. Therefore, as a direct and proximate cause of Defendants' violation of Labor Code

1 § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the
2 Class suffered injuries, including among other things confusion over whether they received all
3 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing
4 them to make mathematical computations to analyze whether the wages paid in fact compensated
5 them correctly for all hours worked.

6 109. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable
7 IWC Wage Order, Plaintiff and the Employee Class members are entitled to recover the greater of
8 all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
9 one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an
10 aggregate penalty of four thousand dollars (\$4,000) under Section 226(e). They are also entitled to
11 an award of costs and reasonable attorneys' fees.

12 **EIGHTH CAUSE OF ACTION**
13 **VIOLATION OF LABOR CODE § 204**
14 **(Against All Defendants)**

15 110. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
16 full herein.

17 111. Labor Code § 204 instructs that: "All wages, ...earned by any person in any
18 employment are due and payable twice during each calendar month, on days designated in
19 advance by the employer as the regular paydays. Labor performed between the 1st and 15th days,
20 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month
21 during which the labor was performed, and labor performed between the 16th and the last day,
22 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
23 month." Additionally, the requirements of this section shall be deemed satisfied by the payment
24 of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven
25 calendar days following the close of the payroll period." As detailed above, Defendants
26 maintained a consistently applied policy and practice of not paying all wages earned between the
27 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned
28 between the 16th and the last day of the month between the 1st and 10th day of the following month.

1 Defendants similarly failed to pay all wages earned by not more than seven calendar days
2 following the close of the payroll period.

3 112. All wages due and owing to Plaintiff and the Class members, including as required
4 under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages
5 required by Labor Code § 1194 and other sections became due and payable to each employee in
6 each pay period that he or she was not provided with a meal period or rest period or paid straight
7 or overtime wages to which he or she was entitled.

8 113. Defendants violated Labor Code § 204 by systematically refusing to timely pay
9 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the
10 applicable IWC Wage Orders, employers are required “to pay each employee, on the established
11 payday for the period involved, not less than the applicable minimum wage for all hours worked in
12 the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer
13 hours than those fixed by the order or under conditions of labor prohibited by the order is
14 unlawful.” Plaintiff and the Class members may therefore pursue damages and penalties for
15 violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including
16 penalties under paragraph 20 of the applicable IWC Wage Orders.

17 114. As a result of the unlawful acts of Defendants, Plaintiff and the Class they seek to
18 represent have been deprived of wages in amounts to be determined at trial, and they are entitled
19 to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs,
20 pursuant to Labor Code § 204, 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the
21 applicable IWC Wage Orders.

22 **NINTH CAUSE OF ACTION**
23 **VIOLATION OF LABOR CODE § 203**
24 **(Against All Defendants)**

25 115. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
26 full herein.

27 116. Plaintiff and numerous Class members are no longer employed by Defendants; they
28 either quit Defendants’ employ or were fired therefrom.

1 117. Defendants failed to pay these Employees all wages due and certain at the time of
2 termination or within seventy-two hours of resignation.

3 118. The wages withheld from these Employees by Defendants remained due and owing
4 for more than thirty days from the date of separation from employment.

5 119. Defendants thus failed to pay Plaintiff and the Class members without abatement,
6 all wages as defined by applicable California law. Among other things, these Employees were not
7 paid all regular and overtime wages, including by Defendants failing to pay for all hours worked
8 or requiring off the clock work or by unlawfully under-recording time entries to the detriment of
9 Employees, and Defendants failed to pay premium wages owed for unprovided meal periods and
10 rest periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the
11 required time was willful within the meaning of Labor Code § 203.

12 120. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
13 are required "to pay each employee, on the established payday for the period involved, not less
14 than the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor
15 Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order
16 or under conditions of labor prohibited by the order is unlawful." Plaintiff and the Class members
17 may therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph
18 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable
19 IWC Wage Orders. Additionally, under Labor Code § 1199(a)-(c), it is a misdemeanor and
20 Defendants are subject to a fine of not less than \$100 for causing Employees "to work for longer
21 hours than those fixed, or under conditions of labor prohibited by an order of the commission" or
22 if the employer pays "a wage less than the minimum fixed by an order of the commission" or
23 "violates...any provision of this chapter or any order or ruling of the commission."

24 121. Defendants' failure to pay wages, as alleged, entitles Plaintiff and these former
25 Employee Class members to penalties under Labor Code § 203 and the applicable paragraphs of
26 the IWC Wage Orders as addressed above, including the requirement that an employee's wages
27 shall continue until paid for up to thirty (30) days from the date they were due.

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TENTH CAUSE OF ACTION
FAILURE TO PAY REPORTING TIME PAY
UNDER WAGE ORDER 16-2001, 8 CCR § 11040(5)
(Against All Defendants)

122. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

123. Wage Order 4-2001 provides that “[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.” Cal. Code Regs., tit, 8, § 11040(5)(A).

124. As set forth herein, Plaintiff and Employees were required to report for on-call work and were not paid at all if they were not assigned to a shift and were not paid for their on-call time. Defendants failed to pay Plaintiff and Employees for half of their scheduled days’ work in violation of the applicable Wage Order.

125. As a direct and proximate results of Defendants' actions as set forth herein, Plaintiff and the Class have been damaged in that Plaintiff, and the Class have not been paid all required reporting time pay.

126. Consequently, pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 5(A-D), Defendants are liable to Employees for the full amount of all their unpaid wages, including reporting time pay, with interest, plus their reasonable attorneys’ fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes.

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ELEVENTH CAUSE OF ACTION
FAILURE TO KEEP REQUIRED PAYROLL RECORDS, LABOR CODE §§ 1174, 1174.5
(Against All Defendants)

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

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

129. During the course of Plaintiff's and Employees' employment, Defendants consistently failed to maintain accurate time and wage records for Plaintiff and Class Members as required by California Labor Code § 1174 by failing to pay them proper wages, overtime, and premium pay as discussed above and failing to document and pay for actual hours worked.

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

131. Defendants have maintained a common unlawful policy and practice of failing to accurately record all hours worked and all meal period start and end times.

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

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

TWELFTH CAUSE OF ACTION
FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES LABOR CODE § 2802
(Against All Defendants)

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

135. Plaintiff is informed and believes and based thereon allege that throughout the

1 period applicable, Defendants required Plaintiff and the Class members to pay for necessary work
2 related expenses they incurred. These included cell phone-related expenses Plaintiff incurred in
3 responding to calls from management and downloading apps required by Defendants to review
4 employee schedules. Plaintiff and the Class members must be reimbursed for these necessary
5 business expenses under Labor Code § 2802 and Defendants systematically failed to do so.

6 136. Defendants thus followed a uniform policy and practice of failing to reimburse
7 Employees for these necessary work related expenses or losses incurred in direct discharge of their
8 job duties during employment with Defendants and at the direction of the Defendants pursuant to
9 Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

10 137. Defendants' knowing and willful failure to reimburse lawful necessary work related
11 expenses and losses to Plaintiff and the Class members resulted in damages because, among other
12 things, Defendants did not inform employees of their right to be reimbursed for those work related
13 expenses. As Defendants failed to inform and misled Plaintiff and the Class members with regard
14 to their rights, Plaintiff and the Class members were led to believe that incurring those lawful and
15 necessary expenses was an expected and essential function of their employment with Defendants
16 and that failure to incur those expenses would have adverse consequences on their employment.

17 138. Therefore, Plaintiff and the Class members are entitled to reimbursement for any
18 and all necessary work related expenses, as provided for in Labor Code § 2802(b) and paragraph 9
19 of the applicable IWC Wage Orders, incurred during the direct discharge of their duties while
20 employed by Defendants, as well as accrued interest on those expenses that were not reimbursed
21 from the date Plaintiff and the Class members incurred those expenses. Further, Plaintiff and the
22 Class members are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

23 **THIRTEENTH CAUSE OF ACTION**

24 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

25 **(Against All Defendants)**

26 139. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
27 full herein.

28 140. Plaintiff, on behalf of himself, the Employees in the Class, and the general public,

1 bring this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of
2 Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and
3 harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting
4 the public interest within the meaning of Code of Civil Procedure § 1021.5.

5 141. Plaintiff is a “person” within the meaning of Business & Professions Code
6 § 17204, have suffered injury, and therefore have standing to bring this cause of action for
7 injunctive relief, restitution, and other appropriate equitable relief.

8 142. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
9 business practices. By the conduct alleged herein, Defendants’ practices were deceptive and
10 fraudulent in that Defendants’ policy and practice failed to provide the required amount of
11 compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiff and
12 Class members for all hours worked, due to systematic business practices as alleged herein that
13 cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare
14 Commission requirements in violation of California Business and Professions Code §§ 17200, *et*
15 *seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California
16 Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

17 143. Wage-and-hour laws express fundamental public policies. Paying employees their
18 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental
19 public policies of California. Labor Code § 90.5(a) articulates the public policies of this State
20 vigorously to enforce minimum labor standards, to ensure that employees are not required or
21 permitted to work under substandard and unlawful conditions, and to protect law-abiding
22 employers and their employees from competitors who lower costs to himself by failing to comply
23 with minimum labor standards.

24 144. Defendants have violated statutes and public policies. Through the conduct alleged
25 in this Complaint Defendants have acted contrary to these public policies, have violated specific
26 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices
27 in violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived
28 Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and

1 privileges guaranteed to all employees under the law.

2 145. Defendants' conduct, as alleged above, constitutes unfair competition in violation
3 of the Business & Professions Code § 17200 *et seq.*

4 146. Defendants, by engaging in the conduct herein alleged, by failing to pay wages
5 and overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise
6 of reasonable care should have known that their conduct was unlawful; therefore, their conduct
7 violates the Business & Professions Code § 17200 *et seq.*

8 147. By the conduct alleged herein, Defendants have engaged and continue to engage in
9 a business practice which violates California and federal law, including but not limited to, the
10 applicable Industrial Wage Order(s), the California Code of Regulations, and the California
11 Labor Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this
12 Court should issue declaratory and other equitable relief pursuant to California Business &
13 Professions Code § 17203 as may be necessary to prevent and remedy the conduct held to
14 constitute unfair competition, including restitution of wages wrongfully withheld.

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

17 149. Unless restrained by this Court Defendants will continue to engage in such
18 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
19 should make such orders or judgments, including the appointment of a receiver, as may be
20 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
21 deceptive practice prohibited by the Business & Professions Code, including but not limited to
22 the disgorgement of such profits as may be necessary to restore Employees to the money
23 Defendants have unlawfully failed to pay.

24 **RELIEF REQUESTED**

25 WHEREFORE, Plaintiff prays for the following relief:

- 26 1. For an order certifying this action as a class action;
- 27 2. For compensatory damages in the amount of the unpaid minimum wages for work
- 28 performed by Employees and unpaid overtime compensation from at least four (4) years prior to

1 the filing of this action, as may be proven;

2 3. For liquidated damages in the amount equal to the unpaid minimum wage and
3 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;

4 4. For compensatory damages in the amount of all unpaid wages, including overtime
5 and double-time pay, as may be proven;

6 5. For compensatory damages in the amount of the hourly wage made by Employees
7 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
8 years prior to the filing of this action, as may be proven;

9 6. For compensatory damages in the amount of the hourly wage made by Employees
10 for each day requisite rest breaks were not provided or were deficiently provided where no
11 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
12 be proven;

13 7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

14 8. For restitution and/or damages and penalties for Defendants' failure to pay all
15 wages due twice monthly under Labor Code § 204, as may be proven;

16 9. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
17 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

18 10. For penalties pursuant to Labor Code § 1174.5, as may be proven;

19 11. For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;

20 12. For damages and restitution for failure to reimburse all reasonable and necessary
21 business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;

22 13. For restitution for unfair competition pursuant to Business & Professions Code
23 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

24 14. For an order enjoining Defendants and their agents, servants, and employees, and
25 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
26 duties adumbrated in this Complaint;

27 15. For other wages and penalties under the Labor Code as may be proven;

28 16. For all general, special, and incidental damages as may be proven;

- 1 17. For an award of pre-judgment and post-judgment interest;
2 18. For an award providing for the payment of the costs of this suit;
3 19. For an award of attorneys' fees; and
4 20. For such other and further relief as this Court may deem proper and just.

5
6 DATED: March 10, 2026

D.LAW, INC.

7
8 By 

Roman Shkodnik, Esq.
Jean Hopkins Power, Esq.
Attorneys for Plaintiff CYLO VAN ROEUN
and the putative Class

DEMAND FOR JURY TRIAL

Plaintiff hereby demand trial of her claims by jury to the extent authorized by law.

DATED: March 10, 2026

D.LAW, INC.

By 

Roman Shkodnik, Esq.

Jean Hopkins Power, Esq.

Attorneys for Plaintiff CYLO VAN ROEUN
and the putative class