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6 JORGE REYES JR., on behalf
of himself and all others similarly situated
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES- CENTRAL DISTRICT
10

11 JORGE REYES JR., on behalf of himself and
all others similarly situated)

12 Plaintiffs,)

13 v.)
14)

15 AMVAC CHEMICAL CORPORATION, a)
16 California corporation; and DOES 1 through
100, Inclusive)

17 Defendants.)
18)
19)
20)
21)
22)
23)
24)
25)

CASE NO.: 23STCV23665

CLASS ACTION COMPLAINT FOR
DAMAGES AND RESTITUTION

1. FAILURE TO PAY OVERTIME WAGES;
 2. FAILURE TO PAY MINIMUM WAGE;
 3. FAILURE TO PAY SICK LEAVE;
 4. FAILURE TO PROVIDE MEAL PERIODS;
 5. FAILURE TO PROVIDE REST PERIODS;
 6. FAILURE TO PAY ALL WAGES UPON TERMINATION;
 7. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS; and
 8. UNFAIR COMPETITION
- DEMAND FOR JURY TRIAL

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COMES NOW plaintiff JORGE REYES (hereinafter “Mr. Reyes” and/or “Plaintiff”) on behalf of himself and all others similarly situated, and alleges as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to California Code of Civil Procedure §382, on behalf of Plaintiff and all other current and former similarly situated employees employed by or formerly employed by AMVAC CHEMICAL CORPORATION (“AMVAC”) and any subsidiaries or affiliated companies (hereinafter referred to as “Defendants”), within the State of California.

2. For at least four (4) years prior to the filing of this action and through to the present, Defendants on multiple occasions have had a pattern and practice of failing to pay wages for all time worked, including overtime wages, on multiple occasions to Plaintiff and other non-exempt employees in the State of California, such that in the aggregate employees are underpaid wages as a result of Defendants’ pattern and practice of unevenly rounding time worked by employees and requiring employees to undergo mandatory COVID-19 temperature screening prior to clocking in for the start of work shifts.

3. For at least four (4) years prior to the filing of this action and through to the present, Defendants on multiple occasions have had a pattern and practice of failing to pay overtime wages to Plaintiff and other non-exempt employees in the State of California, as a result of Defendants’ failure to include all forms of remuneration, including but not limited to non-discretionary bonus pay and shift differential pay, when determining the regular rate of pay for overtime purposes.

4. For at least four (4) years prior to the filing of this action and through to the present, Defendants on multiple occasions have had a pattern and practice of failing to pay sick leave at the regular rate of pay to Plaintiff and other non-exempt employees in the State of California, as a result of Defendants’ failure to include all forms of remuneration, including but not limited to non-discretionary bonus pay and shift differential pay, when determining the regular rate of pay for purposes of sick leave pay.

5. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants on multiple occasions have had a pattern and practice of failing to provide

1 Plaintiff and other similarly situated employees or former employees within the State of California
2 a thirty (30) minute uninterrupted meal period for days on which the employees worked more than
3 five (5) hours in a workday and a second thirty (30) minute uninterrupted meal periods for days on
4 which the employees worked in excess of ten (10) hours in a work day, and failing to provide
5 compensation at the regular rate of pay for such unprovided meal periods as required by California
6 wage and hour laws.

7 6. For at least for (4) years prior to the filing of this action and continuing to the
8 present, Defendants on multiple occasions have had a pattern and practice of failing to provide
9 Plaintiff and similarly situated employees or former employees within the State of California rest
10 periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof and failing
11 to provide compensation at the regular rate of pay for such unprovided rest periods as required by
12 California wage and hour laws.

13 7. For at least three (3) years prior to the filing of this action and continuing
14 through the present, Defendants on multiple occasions have failed to pay Plaintiff and other
15 similarly situated employees the full amount of their wages owed to them upon termination and/or
16 resignation as required by Labor Code §§ 201 or 202.

17 8. For at least one (1) year prior to the filing of this action and continuing
18 through the present, Defendants on multiple occasions have failed to issue Plaintiff and other
19 similarly situated employees accurate wage statements as required by Labor Code § 226.

20 9. Plaintiff, on behalf of himself and all other similarly situated employees, brings this
21 action pursuant to, including but not limited to, California Labor Code §§ 200, 201, 202, 203, 233,
22 226, 226.7, 246, 246.5, 510, 512, 1194, 1194.2, 1197, et seq. and California Code of Regulations,
23 Title 8, §11070, seeking unpaid overtime and minimum wages, unpaid sick leave pay, premium
24 wages for non-compliant meal and rest periods, penalties, and reasonable attorney's fees and costs.

25 10. Plaintiff, on behalf of himself and all other similarly situated employees, pursuant
26 to California Business & Professions Code §§17200-17208 also seeks all monies owed but
27 withheld and retained by Defendants to which Plaintiff and members of the Class are entitled.

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PARTIES

A. Plaintiff

11. Venue as to each defendant is proper in this judicial district, pursuant to California Code of Civil Procedure §395. Defendants operate and do business in California, and each defendant is within the jurisdiction of this court for service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and those similarly situated within the State of California. Defendants employ numerous Class Members in the State of California.

12. Plaintiff, Mr. Reyes, is a resident of the State of California. At all relevant times herein, he has been employed by Defendants as a non-exempt employee in California.

B. Defendants

13. Defendant, AMVAC, a California corporation, develops, manufactures and distributes agricultural and commercial products for crop protection, non-agricultural and public health applications. AMVAC employed Plaintiff and similarly situated non-exempt employees within the State of California.

14. The true names and capacities, whether individual, corporate, associate, or otherwise, of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who therefore sues defendants by such fictitious names under Code of Civil Procedure §474. Plaintiff is informed and believes, and based thereon alleges, that each of the defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the defendants designated hereinafter as DOES when such identities become known.

15. Plaintiff is informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent to this action as the agent of the other defendant, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.

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FACTUAL BACKGROUND

16. Plaintiff and other similarly situated employees on multiple occasions have not been paid wages for all time worked, including overtime wages, such that in the aggregate employees are underpaid wages as a result of Defendants' pattern and practice of unevenly rounding time worked by its employees.

17. Defendants have had a pattern and practice of on multiple occasions failing to pay Plaintiff and other non-exempt employees in the State of California wages for all their time worked, including overtime wages, as a result of requiring them to undergo COVID-19 temperature screening prior to clocking in for the start of their work shifts.

18. For at least four (4) years prior to the filing of this action and through to the present Defendants on multiple occasions have had a pattern and practice of failing to pay overtime wages to Plaintiff and other non-exempt employees in the State of California, as a result of Defendants' failure to include all forms of remuneration, including but not limited to non-discretionary bonus pay and shift differential pay, when determining the regular rate of pay for overtime purposes.

19. For at least four (4) years prior to the filing of this action and through to the present Defendants on multiple occasions have had a pattern and practice of failing to pay sick leave to Plaintiff and other non-exempt employees in the State of California, as a result of Defendants' failure to include all forms of remuneration, including but not limited to non-discretionary bonus pay and shift differential pay, when determining the regular rate of pay for purposes of sick leave pay.

20. Defendants have had a pattern and practice of on multiple occasions failing to provide Plaintiff and other similarly situated employees or former employees within the State of California a thirty (30) minute uninterrupted meal period for days on which the employees worked more than five (5) hours in a workday and a second thirty (30) minute uninterrupted meal periods for days on which the employees worked in excess of ten (10) hours in a work day, and on multiple occasions failing to provide compensation at the regular rate of pay for such unprovided meal periods.

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1 21. Defendants have had a pattern and practice of on multiple occasions failing to
2 provide Plaintiff and similarly situated employees or former employees within the State of
3 California rest periods of at least ten (10) minutes per four (4) hours worked or major fraction
4 thereof and on multiple occasions failing to provide compensation at the regular rate of pay for
5 such unprovided rest periods as required by California wage and hour laws.

6 22. Plaintiff and other similarly situated employees or former employees at all times
7 pertinent hereto were not exempt from the overtime, sick pay, and meal break and rest break
8 provisions of California law, and the implementing rules and regulations of the IWC California
9 Wage Orders.

10 23. Defendants have failed to comply with Labor Code §226(a) by not providing
11 itemized wage statements accurately showing, including but not limited to, pay due and owing for
12 failure to pay overtime wages, sick leave, and meal and rest premium wages as described herein.

13 24. At the time Plaintiff's employment and the employment of other former employees
14 of Defendants ended, Defendants willfully failed to pay overtime wages, sick leave, and meal and
15 rest premium wages as described herein.

16 **CLASS ACTION ALLEGATIONS**

17 25. Plaintiff brings this action on behalf of himself, and all others similarly situated,
18 as a class action pursuant to California Code of Civil Procedure §382. Plaintiff seeks to represent
19 five Classes composed of and defined as follows:

20 **Non-Exempt Employee Class**

21 All current and former employees of Defendants within the State of California at
22 any time commencing four (4) years preceding the filing of Plaintiff's complaint up
23 until the time that notice of the class action is provided to the class (collectively
referred to as "Non-Exempt Employee Class").

24 **Meal Period Class**

25 All current and former employees of Defendants within the State of California at
26 any time commencing four (4) years preceding the filing of Plaintiff's complaint up
27 until the time that notice of the class action is provided to the class, who worked
28 shifts of 5 hours or more (collectively referred to as "Meal Period Class").

1 **Rest Period Class**

2 All current and former employees of Defendants within the State of California at
3 any time commencing four (4) years preceding the filing of Plaintiff's complaint up
4 until the time that notice of the class action is provided to the class, who worked
5 shifts of 4 hours or more (collectively referred to as "Rest Period Class").

6 **Late Pay Class**

7 All former employees of Defendants within the State of California at any time
8 commencing three (3) years preceding the filing of Plaintiff's complaint up until the
9 time that notice of the class action is provided to the class, who did not receive all
10 their wages upon termination and or resignation of their employment (collectively
11 referred to as "Late Pay Class").

12 **Wage Statement Class**

13 All current and former employees of Defendants within the State of California, to
14 whom, at any time commencing one (1) year preceding the filing of Plaintiff's
15 complaint up until the time that notice of the class action is provided to the class,
16 were provided with wage statements (collectively referred to as "Wage Statement
17 Class").

18 26. Plaintiff reserves the right under California Rules of Court Rule 3.765(b), to amend
19 or modify the class description with greater specificity or further division into subclasses or
20 limitation to particular issues.

21 27. This action has been brought and may properly be maintained as a class action
22 under the provisions of California Code of Civil Procedure §382 because there is a well-defined
23 community of interest in the litigation and the proposed Class is easily ascertainable.

24 **A. Numerosity**

25 28. The potential members of the Class as defined are so numerous that joinder of all
26 the members of the Class is impracticable. While the precise number of Class Members has not
27 been determined at this time, Plaintiff is informed and believes that there are over 100 Class
28 Members employed by Defendants within the State of California.

 29. Accounting for employee turnover during the relevant periods necessarily increases
this number. Plaintiff alleges Defendants' employment records would provide information as to the
number and location of all Class Members. Joinder of all members of the proposed Class is not
practicable.

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1 **B. Commonality**

2 30. There are questions of law and fact common to Class Members. These common
3 questions include, but are not limited to:

- 4 (1) Did Defendants violate Labor Code §1194 by not compensating Class
5 Members overtime wages?
- 6 (2) Did Defendants violate Labor Code §§ 1194 and 1197 by not paying Class
7 Members minimum wages for all hours worked?
- 8 (3) Did Defendants violate Labor Code § 512 by not providing Class Members
9 with meal periods?
- 10 (4) Did Defendants violate Labor Code § 226.7 by not providing Class Members
11 additional wages at the regular rate of pay for missed or interrupted meal
12 periods?
- 13 (5) Did Defendants violate Labor Code §226.7 by not providing Class Members
14 additional wages at the regular rate of pay for missed rest periods?
- 15 (6) Did Defendants violate Labor Code §§ 201 and 202 by failing to pay Class
16 Members upon termination or resignation all wages earned?
- 17 (7) Are Defendants liable to Class Members for penalty wages under Labor
18 Code § 203?
- 19 (8) Did Defendants violate Labor Code § 226(a) by not furnishing Class
20 Members with accurate wage statements?
- 21 (9) Did Defendants violate the Unfair Competition Law, Business and
22 Professions Code §17200, *et seq.*, by its unlawful practices as alleged
23 herein?
- 24 (10) Did Defendants violate Labor Code §§233, 246, and 246.5 by not paying
25 Class Members for sick leave at the regular rate of pay?
- 26 (11) Are Class Members entitled to attorney's fees?
- 27 (12) Are Class Members entitled to interest?

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1 **C. Typicality**

2 31. The claims of Plaintiff herein alleged are typical of those claims which could be
3 alleged by any member of the classes, and the relief sought is typical of the relief which would be
4 sought by each of the members of the classes in separate actions. Plaintiff and all members of the
5 Classes sustained injuries and damages arising out of and caused by Defendants' common course of
6 conduct in violation of laws and regulations that have the force and effect of law and statutes as
7 alleged herein.

8 **D. Adequacy of Representation**

9 32. Plaintiff will fairly and adequately represent and protect the interests of the
10 members of the Classes. Counsel who represents Plaintiff is competent and experienced in
11 litigating wage and hour class actions.

12 **E. Superiority of Class Action**

13 33. A class action is superior to other available means for the fair and efficient
14 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
15 questions of law and fact common to the Class predominate over any questions affecting only
16 individual members of the Class. Each member of the Class has been damaged and is entitled to
17 recovery by reason of Defendants' illegal pattern and practice of on multiple occasions failing to
18 pay overtime wages, failing to pay minimum wages, failing to pay sick leave, failing to provide
19 meal and rest breaks or compensation in lieu thereof, failing to provide accurate itemized wage
20 statements and failing to pay all wages due upon termination and/or resignation, as described herein.

21 34. Class action treatment will allow those similarly situated persons to litigate their
22 claims in the manner that is most efficient and economical for the parties and the judicial system.
23 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this
24 action that would preclude its maintenance as a class action.

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1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY OVERTIME WAGES**

3 **(By Plaintiff and the Class Against All Defendants)**

4 35. Plaintiff realleges and incorporates by reference all of the allegations contained in
5 the preceding paragraphs of this Complaint as though fully set forth herein.

6 36. At all times relevant to this complaint, California Labor Code §510 was in effect
7 and provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours
8 in one workday and any work in excess of forty hours in any one workweek . . . shall be
9 compensated at the rate of no less than one and one-half times the regular rate of pay for an
10 employee.” Overtime pay is computed based on the regular rate of pay. The regular rate
11 of pay includes many different kinds of remuneration. Under California law, the determination of
12 regular rate of pay for purposes of determining overtime pay must include the employee’s
13 commissions, bonuses, shift differential pay, or other non-hourly compensation.

14 37. At all times herein mentioned, Plaintiff and Non-Exempt Employee Class worked
15 for Defendants during shifts that consisted of more than eight hours in a work day and/or more than
16 forty hours in a work week and, on multiple occasions, these employees have not been paid
17 overtime wages as result of Defendants’ pattern and practice of unevenly rounding their time
18 worked and requiring them to undergo COVID-19 temperature screening prior to clocking in for
19 work shifts.

20 38. At all times herein mentioned, Plaintiff and Non-Exempt Employee Class, on
21 multiple occasions worked for Defendants during shifts that consisted of more than eight hours in a
22 work day and/or more than forty hours in a work week while concurrently earning other forms of
23 remuneration and, on multiple occasions, employees have not been paid overtime wages as a result
24 of Defendants’ pattern and practice of failing include all forms of remuneration, including but not
25 limited to non-discretionary bonus pay and shift differential pay, when determining the regular rate
26 of pay for overtime purposes.

27 39. Accordingly, by requiring Plaintiff and Non-Exempt Employee Class to work in
28 excess of eight hours per day and/or forty hours per week and without properly compensating

1 overtime wages, as described herein, Defendants willfully violated the provisions of Labor Code
2 §1194.

3 40. As a result of the unlawful acts of Defendants, Plaintiff and the Non-Exempt
4 Employee Class have been deprived of overtime wages in an amounts to be determined at trial, and
5 are entitled to recovery of such amounts, plus interest and penalties thereon, attorney's fees, and
6 costs, pursuant to Labor Code §§1194 and 1199; Code of Civil Procedure §1021.5; and Civil Code
7 §3287.

8 **SECOND CAUSE OF ACTION**

9 **FAILURE TO PAY MINIMUM WAGES**

10 **(By Plaintiff and the Class Against All Defendants)**

11 41. Plaintiff realleges and incorporates by reference all of the allegations contained in
12 the preceding paragraphs of this Complaint as though fully set forth herein.

13 42. At all relevant times, Plaintiff and the members of the Non-Exempt Employee
14 Class were employees of Defendants covered by Labor Code §1197 and applicable Wage Orders.

15 43. Pursuant to Labor Code §1197 and applicable Wage Orders, Plaintiff and the
16 members of the Non-Exempt Employee Class were entitled to receive minimum wages for all hours
17 worked.

18 44. At all times herein mentioned, to the extent that Plaintiff and Non-Exempt
19 Employee Class worked for Defendants during shifts that were less than eight hours in a work day
20 and/or less than forty hours in a work week, on multiple occasions these employees have not been
21 paid minimum wage, such that in the aggregate employees are underpaid wages as a result of
22 Defendants' pattern and practice of unevenly rounding time worked by its employees.

23 45. At all times herein mentioned, to the extent that Plaintiff and Non-Exempt
24 Employee Class worked for Defendants during shifts that were less than eight hours in a work day
25 and/or less than forty hours in a work week, on multiple occasions these employees have not been
26 paid minimum wages for all hours worked as a result of Defendants requiring Plaintiff and Non-
27 Exempt Employee Class to undergo COVID-19 temperature screening prior to clocking in for the
28 start of work shifts.

46. Defendants failure to pay Plaintiff and members of the Non-Exempt Employee Class minimum wages for all hours worked, as described herein, is in violation of Labor Code §1197 and applicable Wage Orders. As a result of Defendants' pattern and practice, Plaintiff and members of the Non-Exempt Employee Class have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all hours worked.

47. Pursuant to Labor Code §§ 1194 and 1194.2, Plaintiff and members of the Non-Exempt Employee Class are entitled to recover the full amount of unpaid minimum wages, prejudgment interest, liquidated damages, reasonable attorneys' fees, and costs of suit.

THIRD CAUSE OF ACTION

FAILURE TO PAY SICK LEAVE

(By Plaintiff and the Class Against All Defendants)

48. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

49. At all times relevant to this Complaint, Labor Code § 246(l) was in effect, which requires that employers pay sick time pay to non-exempt employees at the employee's "regular rate of pay." Under California law, the determination of regular rate of pay for purposes of determining sick leave pay must include the employee's commissions, bonuses, shift differential pay or other non-hourly compensation.

50. At all times herein mentioned, Plaintiff and Non-Exempt Employee Class on multiple occasions accumulated and were paid sick leave by Defendants, including but not limited to sick pay and “PTO”, and on these multiple occasions employees have not been paid all accrued sick leave pay as a result of Defendants’ pattern and practice of failing to include all forms of remuneration, including but not limited to non-discretionary bonus pay, when determining the regular rate of pay for purposes of sick leave pay.

51. Labor Code § 233 provides that “any employer who provides sick leave for employees shall permit an employee to use in any calendar year the employee’s accrued and available sick leave entitlement, in an amount not less than sick leave that would be accrued during six months at the employee’s then current rate of entitlement, for the reasons specified in

1 subdivision (a) of Section 246.5.”

52. At all times herein mentioned, Defendants intentionally and willfully failed to pay Plaintiff and the Non-Exempt Employee Class their sick leave at the regular rate of pay. Accordingly, Plaintiff and the Non-Exempt Employee Class did not receive the full amount of paid sick leave that they were entitled to receive by law, and therefore were denied the right to use sick leave within the meaning of Labor Code §§ 233(a) and (c).

7 53. Any employer who violates Labor Code § 233 is liable to employees for the greater
8 of one days' pay or actual damages, reasonable equitable relief and reasonable attorney's fees and
9 costs.

10 54. As a result of the unlawful acts of Defendants, Plaintiff and the Non-Exempt
11 Employee Class have been deprived of sick leave pay in amounts to be determined at trial, and are
12 entitled to recovery of such amounts, plus interest and penalties thereon, attorney's fees, and costs,
13 pursuant to Labor Code §§233, 246, 246.5, 558 and 2698; and Code of Civil Procedure §1021.5;
14 and Civil Code §3287.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(By Plaintiff and the Class Against All Defendants)

18 55. Plaintiff realleges and incorporates by reference all of the allegations contained in
19 the preceding paragraphs of this Complaint as though fully set forth herein.

20 56. Pursuant to Labor Code §512, no employer shall employ an employee for a work
21 period of more than five (5) hours without a meal break of not less than thirty (30) minutes in which
22 the employee is relieved of all of his or her duties. Furthermore, no employer shall employ an
23 employee for a work period of more than ten (10) hours per day without providing the employee
24 with a second meal period of not less than thirty (30) minutes in which the employee is relieved of
25 all of his or her duties. Plaintiff and other members of the Meal Period Class were on multiple
26 occasions were not provided with requisite meal periods as contemplated under the law since
27 employees would be prevented and discouraged by workplace interruptions which caused missed,
28 short and late meal periods.

1 more than 10 hours must be provided 30 minutes of paid rest period. Plaintiff and other members
2 of the Rest Period Class on multiple occasions were not provided with requisite rest periods as
3 contemplated under the law.

4 64. Pursuant to Labor Code §226.7, if an employer fails to provide an employee with a
5 meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
6 Commission, the employer shall pay the employee one additional hour of pay at the employee's
7 regular rate of compensation for each work day that the meal period or rest period is not provided.

8 65. By their failure on multiple occasions to provide Plaintiff and other members of the
9 Rest Period Class with the rest periods contemplated by California law, and failing to provide
10 compensation for such unprovided rest periods, as alleged above, Defendants willfully violated the
11 provisions of Labor Code §226.7 and applicable Wage Orders.

12 66. As a result of Defendants' unlawful conduct Plaintiff and the other members of the
13 Rest Period Class have suffered damages in an amount, subject to proof, to the extent they were not
14 paid additional premium pay, at the regular rate of pay, owed for missed rest periods.

15 67. Plaintiff and the other members of the Rest Period Class are entitled to recover the
16 full amount of their unpaid additional premium pay for missed rest periods. Pursuant to Code of
17 Civil Procedure §1021.5, Plaintiff and the other members of the Rest Period Class are entitled to
18 recover reasonable attorney's fees and costs of suit.

19 68. Pursuant to Civil Code § 3287(a), Plaintiff and other members of the Rest Period
20 Class are entitled to recover prejudgment interest on the additional pay owed for missed rest
21 periods.

22 **SIXTH CAUSE OF ACTION**

23 **FAILURE TO PAY ALL WAGES UPON TERMINATION**

24 **(By Plaintiff and the Class Against All Defendants)**

25 69. Plaintiff realleges and incorporates by reference all of the allegations contained in
26 the preceding paragraphs of this Complaint as though fully set forth herein.

27 70. At all relevant times, Plaintiff and other members of the Late Pay Class were
28 employees of Defendants covered by Labor Code §§ 201 and 202.

1 71. Pursuant to Labor Code §§ 201 or 202, Plaintiff and other members of the Late Pay
2 Class were entitled upon termination to timely payment of all wages earned and unpaid prior to
3 termination. Discharged employees were entitled to payment of all wages earned and unpaid prior
4 to discharge immediately upon termination. Employees who resigned were entitled to payment of
5 all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
6 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
7 unpaid at the time of resignation.

8 72. Defendants failed to pay Plaintiff and other members of the Late Pay Class all
9 wages earned and unpaid prior to termination in accordance with Labor Code §§ 201 or 202.
10 Plaintiff and other members of the Late Pay Class are informed and believe and thereon allege that
11 within the applicable limitations period, Defendants on multiple occasions had a pattern and
12 practice of not paying upon termination, the wages owed to them as a consequence of failing to pay
13 non-exempt employees for all earned wages, as described herein.

14 73. Defendants' failure to pay Plaintiff and members of the Late Pay Class all wages
15 earned prior to termination in accordance with Labor Code §§ 201 and 202 was wilful. Defendants
16 had the ability to pay all wages earned by Plaintiff and other members of the Late Pay Class at the
17 time of termination in accordance with Labor Code §§ 201 and 202, but intentionally adopted
18 policies or practices incompatible with the requirements of Labor Code §§ 201 and 202.

19 74. Pursuant to Labor Code §§ 201 and 202, Plaintiff and other members of the Late
20 Pay Class are entitled to all wages earned prior to termination that Defendants failed to pay them.

21 75. Pursuant to Labor Code § 203, Plaintiff and other members of the Late Pay Class
22 are entitled to penalty wages from the date their earned and unpaid wages were due, upon
23 termination, until paid, up to a maximum of 30 days.

24 76. As a result of Defendants' unlawful conduct Plaintiff and other members of the
25 Late Pay Class have suffered damages in an amount subject to proof, to the extent they were not
26 paid for all wages earned prior to termination.

27 77. As a result of Defendants' unlawful conduct Plaintiff and the other members of the
28 Late Pay Class have suffered damages in an amount subject to proof, to the extent they were not

1 paid all penalty wages owed under Labor Code § 203.

2 78. Pursuant to Labor Code §§ 218 and 218.5, Plaintiff and the other members of the
3 Late Pay Class are entitled to recover the full amount of their unpaid wages, penalty wages under
4 Labor Code § 203, reasonable attorney's fees, and costs of suit. Pursuant to Labor Code § 218.6 or
5 Civil Code § 3287(a), Plaintiff and the other members of the Late Pay Class are entitled to recover
6 prejudgment interest on the amount of their unpaid wages and unpaid penalty wages.

7 **SEVENTH CAUSE OF ACTION**

8 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

9 **(By Plaintiff and the Class Against All Defendants)**

10 79. Plaintiff realleges and incorporates by reference all of the allegations contained in
11 the preceding paragraphs of this Complaint as though fully set forth herein.

12 80. At all relevant times, Plaintiff and the other members of the Wage Statement Class
13 were employees of Defendants covered by Labor Code § 226.

14 81. Pursuant to Labor Code § 226(a), Plaintiff and the other members of the Wage
15 Statement Class were entitled to receive, semi-monthly or at the time of each payment of wages, an
16 accurate itemized statement showing the name of the entity that is the employer, gross wages
17 earned, net wages earned, all applicable hourly rates in effect during the pay period and the
18 corresponding number of hours worked at each hourly rate by the employee.

19 82. Defendants failed to provide Plaintiff and the other members of the Wage
20 Statement Class accurate itemized wage statements in accordance with Labor Code § 226(a).

21 83. Plaintiff and the other members of the Wage Statement Class are informed and
22 believe and thereon allege that at all relevant times, Defendants maintained and continue to
23 maintain a policy and practice of issuing wage statements that do not show, including but not
24 limited to, the correct name of the employer, all earned wages at all applicable rates of pay,
25 including overtime and sick leave pay and premium wages owed for missed meal and rest periods.
26 Defendants' practices resulted and continue to result in, the issuance of Wage Statements to
27 Plaintiff and other members of the Class that do not comply with the itemization requirements.

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90. As a result of Defendants' unfair competition as alleged herein, Plaintiff and similarly situated Class Members have suffered injury in fact and lost money or property. Plaintiff and similarly situated Class Members have been deprived from not being compensated overtime and minimum wages, from not being compensated all accrued sick pay, and from not being provided with meal and rest breaks or compensation in lieu thereof, as described herein.

6 91. Pursuant to Business & Professions Code § 17203, Plaintiff and similarly situated
7 Class Members are entitled to restitution of all wages and other monies owed to them under the
8 Labor Code, including interest thereon, in which they had a property interest which Defendants
9 failed to pay them but withheld and retained for themselves. Restitution of the money owed to
10 Plaintiff and similarly situated Class Members is necessary to prevent Defendants from becoming
11 unjustly enriched by their failure to comply with the Labor Code.

92. Plaintiff and similarly situated Class Members are entitled to recover reasonable attorneys' fees in connection with their unfair competition claims pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

PRAAYER

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

18 A. An order certifying that Plaintiff may pursue his claims against Defendants as a
19 class action on behalf of the Class Members;

20 B. An order appointing Plaintiff as Class representative and appointing Plaintiff's
21 counsel as class counsel;

22 C. Penalties for inaccurate wage statements under Labor Code §226(e);

23 D. Damages for unpaid wages under Labor Code §§201 or 202;

24 E. Damages for unpaid penalty wages under Labor Code §203;

25 F. Damages for unpaid wages for missed meal periods under Labor Code §226.7;

26 G. Damages for unpaid wages for missed rest periods under Labor Code §226.7;

27 H. Damages for premium wages;

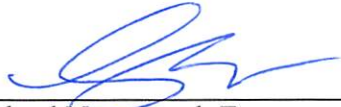
28 I. Damages for minimum wages;

- 1 J. Liquidated damages for unpaid minimum wages;
2 K. Damages for unpaid overtime wages under Labor Code §1194;
3 L. Restitution under Business and Professions Code §17203;
4 M. Damages for unpaid sick leave under Labor Code §§233, 246, and 246.5;
5 N. Pre-judgment interest;
6 O. Costs;
7 P. Reasonable attorney's fees; and
8 Q. Such other and further relief as the Court deems just and proper
9

10 DATED: September 28, 2023

THE NOURMAND LAW FIRM, APC

11
12 By:



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Ivan P. Medina, Esq.
Attorneys for Plaintiff