

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

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco
11/30/2023
Clerk of the Court
BY: WILLIAM TRUPEK
Deputy Clerk

Attorneys for Plaintiff JULIAN RAMOS,
on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

JULIAN RAMOS, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

CRUISE LLC, a Delaware limited liability
company; ACTALENT, INC., a Maryland
corporation; ACTALENT SERVICES, LLC, a
Maryland limited liability corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. CGC-23-609247

CLASS ACTION

Assigned for All Purposes To:
Hon. Andrew Y.S. Cheng
Dept.: 613

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime
Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code §
226.7;
4. Rest-Break Liability Under Labor Code §
226.7;
5. Failure to Pay Vacation Wages;
6. Failure to Comply with Labor Code § 245 *et*
seq. and 246;
7. Reimbursement of Necessary Expenditures
Under Labor Code § 2802;
8. Violation of Labor Code § 226(a);
9. Failure to Keep Required Payroll
Records Under Labor Code §§ 1174 and
1174.5;
10. Penalties Pursuant to Labor Code § 203;
11. Violation of Business & Professions Code §
17200 *et seq.*; and
12. Penalties Pursuant to Labor Code § 2699, *et*
seq.

DEMAND FOR JURY TRIAL

1
2 Plaintiff JULIAN RAMOS, (hereinafter “Plaintiff”) on behalf of himself and all others
3 similarly situated (collectively, “Employees”; individually, “Employee”) complains of
4 Defendants, and each of them, as 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 four (4) years prior to the filing of this
8 lawsuit, are or were employed as non-exempt, hourly employees by Defendants CRUISE LLC, a
9 Delaware limited liability company; ACTALENT, INC, a Maryland corporation; ACTALENT
10 SERVICES, LLC, a Maryland limited liability corporation; and DOES 1 through 50 (all
11 defendants being collectively referred to herein as “Defendants”). Plaintiff alleges that
12 Defendants, and each of them, violated various provisions of the California Labor Code, relevant
13 orders of the Industrial Welfare Commission (IWC) and California Business & Professions Code,
14 and seeks redress therefore.

15 2. Plaintiff is a resident of California and during the time period relevant to this
16 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
17 California at Defendants’ facilities and offices in California. Plaintiff and the other Class members
18 worked for Defendants in San Francisco County, and in other nonexempt positions, throughout
19 California and, and consistently worked at Defendants’ behest without being paid all wages due.
20 More specifically, Plaintiff and the other similarly situated Class members were employed by
21 Defendants and worked at Defendants’ offices and other facilities where the conduct giving rise to
22 the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff
23 was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was
24 subjected to the same policies and practices, and (3) endured similar violations at the hands of
25 Defendants as the other Employee Class members who served in similar and related positions.

26 3. Defendants required Plaintiff and the Employees in the Class to perform work
27 while remaining under Defendants’ control before and after being on the clock for their daily work
28 shift. In addition, the timeclock used recorded time to the exact minute, but Plaintiff and

1 Employees had to adjust their time sheets to reflect their scheduled times instead. Defendants thus
2 failed to pay Plaintiff and the Class members for all hours worked, and provided them with
3 inaccurate wage statements that prevented Plaintiff and the Class from learning of these unlawful
4 pay practices. Defendants also failed to provide Plaintiff and the Class with lawful meal and rest
5 periods, as employees were not provided with the opportunity to take timely, uninterrupted, and
6 duty-free meal and rest periods as required by the Labor Code.

7 THE PARTIES

8 A. The Plaintiff

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

12 B. The Defendants

13 5. Defendant CRUISE LLC ("CRUISE") is a Delaware limited liability company with
14 its principle executive office in San Francisco, California, and was Plaintiff's jobsite company
15 during the relevant time period. CRUISE lists a California address in San Francisco, California
16 with the California Secretary of State, and employs Class members in San Francisco County,
17 including at Defendants' offices and facilities in San Francisco, California, and throughout
18 California and conducts business throughout California.

19 6. Defendant ACTALENT, INC. is a Maryland corporation with its principal
20 executive offices in Hanover, Maryland and has been listed as the employer on Plaintiff's wage
21 statements issued during the relevant time period. ACTALENT, INC. lists an address in Hanover,
22 Maryland with the California Secretary of State, and employs Plaintiff and the Employees in San
23 Francisco County, including at Defendants' offices and facilities throughout California and
24 Defendants conduct business throughout California.

25 7. Defendant ACTALENT SERVICES, LLC, is a Maryland limited liability
26 corporation with its principal executive offices in Hanover, Maryland and has been listed as the
27 employer on Plaintiff's wage statements issued during the relevant time period. ACTALENT
28 SERVICES, LLC lists an address in Hanover, Maryland with the California Secretary of State,

1 and employs Plaintiff and the Employees in San Francisco County, including at Defendants'
2 offices and facilities throughout California and Defendants conduct business throughout
3 California.

4 8. The true names and capacities, whether individual, corporate, associate, or
5 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
6 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
7 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
8 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
9 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
10 this Complaint to reflect the true names and capacities of the Defendants designated herein as
11 Does 1 through 50 when their identities become known.

12 9. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
13 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
14 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
15 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
16 all respects as the employers or joint employers of Employees. Defendants, and each of them,
17 exercised control over the wages, hours or working conditions of Employees, or suffered or
18 permitted Employees to work, or engaged, thereby creating a common law employment
19 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
20 employed Employees.

21 **JURISDICTION AND VENUE**

22 10. This Court has jurisdiction over this Action pursuant to California Code of Civil
23 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
24 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
25 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
26 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
27 obligations and liabilities giving rise to this lawsuit occurred at least in part in San Francisco
28 County and Defendants maintain and operate company offices and facilities in San Francisco

County, and employ Plaintiff and other Class members in San Francisco County and throughout California.

FACTUAL BACKGROUND

11. The Employees who comprise the Class and Collective, including Plaintiff, are nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire Employees who work in nonexempt positions at the direction of Defendants in the State of California. 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. Specifically, Plaintiff and Employees were not paid for the time that they worked “pre-shift” and “post-shift” without compensation by having to badge through several doors to enter and exit the building, regularly having to wait in line to clock in and out, and occasionally undergoing a five-minute computer log-in process when tablets were broken. Defendants also had a policy requiring Plaintiff and Employees to wait to clock-in until five minutes before the start of a shift even if Employees arrived and started work early. Moreover, Employees were not paid for the time that they spent verifying data after clocking out and for phone calls received off-the-clock. Plaintiff also contends that Defendants failed to pay Plaintiff and the Class members all wages due and owing, including under-recording of hours worked by requiring Plaintiff and the Class Members to adjust their time sheets to reflect their scheduled times as opposed to the time captured by the timeclock, failed to provide timely and uninterrupted meal and rest breaks, and failed to furnish accurate wage statements, all in violation of various provisions of the California Labor Code and applicable Wage Orders. Additionally, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Plaintiffs and Employees worked overtime and received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

1 12. From at least four (4) years prior to the filing of this lawsuit and continuing to the
2 present, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive pay,
3 and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
4 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
5 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
6 sick pay. Therefore, during times when Plaintiffs and Employees worked overtime and received
7 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed
8 to pay all sick pay by paying a lower overtime rate than required.

9 13. From at least four (4) years prior to the filing of this lawsuit and continuing to the
10 present, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive pay,
11 and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
12 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
13 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
14 vacation pay. Therefore, during times when Plaintiffs and Employees worked overtime and
15 received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses,
16 Defendants failed to pay all vacation pay by paying a lower overtime rate than required.

17 14. During the course of Plaintiff and the Class members' employment with
18 Defendants, they were not paid all wages they were owed, including for all work performed and
19 for all overtime hours worked.

20 15. As a matter of uniform Company policy, Plaintiff and the Class members regularly
21 received late meal breaks because they had to wait to be relieved. Meal breaks and rest breaks
22 were also interrupted in violation of the California Labor Code. Defendants also followed a
23 practice of requiring employees to adjust their time sheets to reflect their schedule times as
24 opposed to the time captured by the time clock resulting in under-reporting that would impact
25 when Employees were to receive meal and off-duty rest breaks leading to meal and rest periods
26 being provided late. Plaintiff and the Class members were not paid meal period premiums for
27 meal break violations and Plaintiff and Class members' time clock records were changed by
28 Defendants to avoid paying meal premiums. As a result, Plaintiff and the Class members worked

1 shifts over eight (8) hours in a day and over forty (40) hours in a work week, but they were not
2 paid at the appropriate overtime rate for all such hours, including by being required to perform
3 work duties and tasks without pay and while off-the-clock. As a result, Plaintiff and the Class
4 members worked substantial overtime hours during their employment with Defendants for which
5 they were not compensated, in violation of the California Labor Code, applicable IWC Wage
6 Orders.

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

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

22 18. Additionally from at least four (4) years prior to the filing of this lawsuit and
23 continuing to the present, Defendants had a consistent policy or practice of failing to pay
24 Employees overtime compensation at premium overtime rates for all hours worked in excess of
25 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
26 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
27 sections of IWC Wage Orders.

28 19. Additionally from at least four (4) years prior to the filing of this lawsuit and

1 continuing to the present, Defendants have regularly required Employees to work shifts in excess
2 of five (5) hours without providing them with uninterrupted meal periods of not less than thirty
3 (30) minutes and shifts in excess of ten (10) hours without providing them with second meal
4 periods of not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one
5 hour of wages at each Employee’s effective regular rate of pay, for each meal period that
6 Defendants failed to provide or deficiently provided. In addition, Defendants changed Employees’
7 time clock records after they were entered to avoid paying such premiums.

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

15 21. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
16 continuing to the present, Defendants have consistently failed to provide Employees with timely,
17 accurate, and itemized wage statements as required by California wage-and-hour laws.
18 Specifically, Defendants failed in their affirmative obligation to keep accurate records of the
19 correct overtime wages based on proper regular rate calculations that included nondiscretionary
20 commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of
21 compensation of their Employees. Moreover, the wage statements given to Employees by
22 Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
23 periods and rest breaks all of which Defendants knew or reasonably should have known were
24 owed to Employees, as alleged hereinabove. The wage statements provided to Employees were
25 confusing and required Employees to engage in discovery and refer to outside sources to verify
26 whether their pay was correct and potentially resulting in a miscalculation by the Employees.

27 22. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
28 continuing to the present, Defendants have consistently failed to provide Employees with timely,

accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

23. From at least four (4) years prior to the filing of this lawsuit and continuing to the present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the performance of their job duties for Defendants including, but not limited to, the cost of internet and electricity use when working from home, parking expenses, and the cost of person cellphone usage when taking off-the-clock calls which were necessary to perform their duties under Defendants' employ in violation of Labor Code § 2802.

24. Additionally, from at least three (3) years prior to the filing of this lawsuit, and continuing to the present, Defendants have consistently failed to keep accurate time and wage records as required by California wage-and-hour laws.

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

26. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1199, 2698, 2699, *et seq.* and 2802.

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

CLASS ALLEGATIONS

28. Plaintiff brings this class action on behalf of himself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows: all individuals employed by Defendants, at any time within four (4) years of the filing of this lawsuit, and have been employed by Defendants within the State of California.

29. Further, plaintiff seeks to represent the following Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not

1 compensated for all hours worked for Defendants at the applicable minimum wage.

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

5 c. Subclass 3. Vacation Wages Subclass. All Class members who were not
6 compensated at the Employee's regular rate of pay for their vacation wages.

7 d. Subclass 4. Sick Pay Subclass. All Class members who were not compensated at
8 the Employee's regular rate of pay for their sick pay wages.

9 e. Subclass 5. Meal Period Subclass. All Class members who were subject to
10 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
11 free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

12 f. Subclass 6. Rest Break Subclass. All Class members who were subject to
13 Defendants' policy and/or practice of failing to authorize and permit Employees to take
14 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
15 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

16 g. Subclass 7. Payroll Records Subclass. All Class members who were subject to
17 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
18 by California wage-and-hour laws.

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

21 i. Subclass 9. Failure to Reimburse for Necessary Business Expenditures. All Class
22 members who were subject to Defendants failing to reimburse for expenses necessarily incurred in
23 the performance of Employees job duties for Defendants which were necessary to perform their
24 duties under Defendants' employ.

25 j. Subclass 11. Termination Pay Subclass. All Class members who, within the
26 applicable limitations period, either voluntarily or involuntarily separated from their employment
27 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
28 termination.

1 k. Subclass 12. UCL Subclass. All Class members who are owed restitution as a
2 result of Defendants' business acts and practices, to the extent such acts and practices are found to
3 be unlawful, deceptive, and/or unfair.

4 30. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
5 modify the class description with greater particularity or further division into subclasses or
6 limitation to particular issues.

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

10 **A. Numerosity**

11 32. The potential members of the class as defined are so numerous that joinder of all
12 the member of the class is impracticable. While the precise number of class member has not been
13 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
14 time period relevant to this lawsuit, employed more than 100 individuals were employed by
15 Defendants within the State of California.

16 33. Accounting for employee turnover during the relevant time period increases this
17 number substantially. Plaintiff alleges that Defendants' employment records will provide
18 information as to the number and location of all class members.

19 **B. Commonality**

20 34. There are questions of law and fact common to the class that predominate over any
21 questions affecting only individual class members. These common questions of law and fact
22 include:

- 23 a. Whether Defendants failed to pay Employees minimum wages;
- 24 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 25 c. Whether Defendants failed to pay Employees overtime as required under Labor
26 Code § 510;
- 27 d. Whether Defendants failed to pay Employees vacation wages as required under
28 Labor Code § 227.3;

- e. Whether Defendants failed to pay Employees sick pay as required under Labor Code § 245;
- f. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- g. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;
- h. Whether Defendants violated Labor Code § 226(a);
- i. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- j. Whether Defendants failed to reimburse Employees for necessary business expenses;
- k. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- l. Whether Defendants violated Business and Professions Code § 17200 *et seq.*;
- m. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*; and
- n. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*

C. Typicality

35. The claims of the named plaintiff are typical of those of the other Employees.

Employees all sustained injuries and damages arising out of and caused by Defendants' common course of conducts in violation of statutes, as well as regulations that have the force and effect of law, as alleged herein.

D. Adequacy of Representation

36. Plaintiff will fairly and adequately represent and protect the interest of Employees.

Counsel who represents Employees are experienced and competent in litigating employment class actions.

///

1 **E. Superiority of Class Action**

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

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

10 **FIRST CAUSE OF ACTION**

11 **FAILURE TO PAY MINIMUM WAGES**

12 **(Against All Defendants)**

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

15 40. Defendants failed to pay Employees minimum wages for all hours worked.
16 Defendants had a consistent policy of misstating Employees time records and failing to pay
17 Employees for all hours worked. Employees would work hours and not receive wages, including
18 as alleged above in connection with untimely and interrupted meal breaks and working "pre-
19 shift" and "post-shift" without compensation by having to: (1) badge through several doors and
20 wait in line to clock in and out; (2) go through a five-minute log-in process before clocking-in
21 when time-clock tablets were not working; and (3) wait to clock-in until five minutes before the
22 start of a shift even if Employees arrived and started work early. Moreover, Employees were not
23 paid for the time that they spent verifying data after clocking out and for phone calls received
24 off-the-clock. Additionally, Defendants had a consistent policy of failing to pay Employees for
25 hours worked during alleged meal periods which were interrupted, as also addressed herein.
26 Moreover, Defendants did not pay Plaintiff and Employees at the applicable minimum wage for
27 all hours worked, including as alleged above in connection with rounding timekeeping entries to
28 reflect scheduled times as opposed to actual start and end times.

1 41. Defendants required Employees to clock in and out using Defendants’
2 timekeeping system for the beginning and ending times of their work shifts. This time keeping
3 system permitted Defendants to record clock in and clock out times to the real-time minute.
4 However, rather than paying Plaintiff and Employees for all minutes actually worked,
5 Defendants followed a uniform practice of rounding all time entries to the Aggrieved Employees
6 scheduled times. These unlawfully rounded time entries were inputted into Defendants’ payroll
7 system from which wage statements and payroll checks were created. This resulted in Employees
8 being paid only for the hours they were scheduled to work rather than the hours they were
9 actually under Defendants’ control. Plaintiff and Employees contend this is not a neutral policy
10 and results, over time, to their detriment by undercompensating them for time worked.
11 Defendants’ uniform pattern of unlawful wage and hour practices manifested, without limitation,
12 applicable to the Class as a whole, as a result of implementing a uniform policy and practice that
13 denied accurate compensation to Plaintiff and the other members of the Class as to minimum
14 wage pay.

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

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

20 43. The applicable minimum wages fixed by the commission for work during the
21 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
22 therefore entitled to double the minimum wage during the relevant period.

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

25 Notwithstanding any agreement to work for a lesser wage, any
26 employee receiving less than the legal minimum wage or the legal
27 overtime compensation applicable to the employee is entitled to
28 recover in a civil action the unpaid balance of the full amount of
29 this minimum wage or overtime compensation, including interest
30 thereon, reasonable attorney’s fees and costs of suit.

///

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

3 46. California Labor Code § 1194.2 also provides for the following remedies:

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

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

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

14 **SECOND CAUSE OF ACTION**

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

16 **(Against All Defendants)**

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

19 50. By their conduct, as set forth herein, Defendants violated California Labor Code §
20 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
21 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
22 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
23 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
24 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
25 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
26 paying Employees wages for all hours worked. Defendants required time sheets to be rounded to
27 reflect scheduled start and end times as opposed to the time Employees clocked in and out.
28 Employees were also not compensated for off the clock work "pre-shift" and "post-shift"

1 including waiting in line to clock in and clock out, undergoing a five-minute log-in process to
2 access the time-keeping website, and being prohibited from clocking in when starting work more
3 than five minutes before the scheduled time. Moreover, Employees were not paid for the time
4 spent reviewing data after clocking out and on work-related phone calls received off-the-clock.
5 Employees regularly worked over 8 hours on a given day without receiving overtime
6 compensation.

7 51. Furthermore, on information and belief, Defendants did not pay Plaintiffs and
8 Employees the correct overtime rate for the recorded overtime hours that they generated. In
9 addition to an hourly wage, Defendants paid Plaintiffs and Employees nondiscretionary
10 commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and
11 belief, Defendants failed to incorporate all remunerations, including nondiscretionary
12 commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular
13 rate of pay for purposes of calculating the overtime wage rate.

14 52. Therefore, during times when Plaintiffs and Employees worked overtime and
15 received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses,
16 Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

17 53. 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 54. Employees have been damaged by these violations of California Labor Code §§
24 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

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

1 **THIRD CAUSE OF ACTION**

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

3 **(Against All Defendants)**

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

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

11 58. Defendants failed to provide Employees with meal periods as required under the
12 Labor Code. Employees were consistently interrupted on their meal periods. Employees were also
13 required to take meal periods after working well beyond the five (5) hour shifts due to a policy
14 requiring Employees to wait for another employee to relieve them. Furthermore, Employees were
15 regularly required to work for more than 10 hours in a given shift without receiving a second
16 uninterrupted thirty (30) minute meal period as required by law.

17 59. Moreover, Defendants failed to compensate Employees for each meal period not
18 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
19 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
20 employee a meal period in accordance with this section, the employer shall pay the employee one
21 hour of pay at the employee's regular rate of compensation for each workday that the meal period
22 is not provided. Defendants failed to compensate the Employees in the Class for each meal period
23 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11
24 and 20 of the applicable IWC Wage Order. Additionally, Defendants changed Employees' time
25 records to avoid paying meal period premiums. Additionally, as detailed above, when Defendants
26 did pay meal period premiums, they did so at the normal regular rate of pay without factoring in
27 all forms or remuneration/compensation or by otherwise incorrectly calculating the regular rate.

28 60. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in

1 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
2 period not provided or deficiently provided, a sum to be proven at trial.

3 **FOURTH CAUSE OF ACTION**

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

5 **(Against All Defendants)**

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

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

11 63. Defendants failed to provide Employees with timely and uninterrupted rest breaks
12 of not less than ten (10) minutes for each consecutive four (4) hour shift. In addition, Plaintiff's
13 work duties included driving a company vehicle which interfered with taking duty-free rest breaks.

14 64. Moreover, Defendants failed to compensate Employees for each rest period not
15 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
16 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
17 accordance with this section, the employer shall pay the employee one hour of pay at the
18 employee's regular rate of compensation for each workday that the rest period is not provided.
19 Defendants failed to compensate the Employees in the Class for each rest period not provided or
20 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
21 Order. Additionally, as detailed above, when Defendants did pay rest period premiums, they did
22 so at the normal regular rate of pay without factoring in all forms or remuneration/compensation
23 or by otherwise incorrectly calculating the regular rate.

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

27 ///

28 ///

FIFTH CAUSE OF ACTION
FAILURE TO PAY VACATION WAGES
(Against All Defendants)

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

67. Pursuant to California Labor Code § 227.3, whenever a contract of employment or employment policy provides for paid vacation and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with said contract of employment or policy respecting eligibility or time served.

68. Defendants paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of remuneration in the regular rate of pay upon which vacation wages were calculated and paid.

69. Therefore, pursuant to, Plaintiff and Employees seek to recover penalties pursuant to Labor Code § 227.3.

SIXTH CAUSE OF ACTION
FAILURE TO COMPLY WITH LABOR CODE § 245 *ET SEQ.* AND 246
(Against All Defendants)

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

71. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time to Employees, including at the amount, terms, and rate of compensation set forth in said law. At times relevant, Defendants have failed compute the amount due for paid sick time in conformance with the pay calculation under California Labor Code § 246(1).

72. Defendants paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of remuneration in the regular rate of pay upon which sick pay was calculated and paid. Rather than calculating the amount of paid sick time due when sick time is used according to the requirements set forth in California Labor Code § 246(1), Defendants paid sick leave to Employees at a lower

1 rate, in violation of the law.

2 73. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
3 Code § 245 *et seq.* and §§ 245 *et seq.* and 246.

4 **SEVENTH CAUSE OF ACTION**
5 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**
6 **IN VIOLATION OF LABOR CODE § 2802**
7 **(Against All Defendants)**

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

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

13 76. Employees incurred necessary expenditures in the performance of their job duties
14 for Defendants, namely the cost of internet and electricity usage when working from home,
15 parking expenses, and personal cell-phone usage when taking work-related calls off the clock,
16 which were necessary to perform their duties under Defendants' employ. From four (4) years prior
17 to the original filing of this lawsuit and continuing to the present, Defendants consistently failed to
18 reimburse Employees for these necessarily incurred business expenses.

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

22 **EIGHTH CAUSE OF ACTION**
23 **VIOLATION OF LABOR CODE § 226(a)**
24 **(Against All Defendants)**

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

27 79. California Labor Code § 226(a) requires an employer to furnish each of his or her
28 employees with an accurate, itemized statement in writing showing the gross and net earnings,

1 total hours worked, and the corresponding number of hours worked at each hourly rate; these
2 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
3 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
4 statements may be given to the employee separately from the payment of wages; in either case the
5 employer must give the employee these statements twice a month or each time wages are paid.

6 80. Defendants failed to provide Employees with accurate itemized wage statements in
7 writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by
8 Defendants, failed to include the above requirements enumerated above. Employees' wage
9 statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and
10 failed to accurately set forth all applicable hourly rates in effect during the pay period and the
11 corresponding number of hours worked at each such rate in violation of Labor Code § 226 (a)(9).
12 The wage statements provided to Employees were confusing and required Employees to engage in
13 discovery and refer to outside sources to verify whether their pay was correct and potentially
14 resulting in a miscalculation by the Employees. Additionally, Specifically, Defendants failed in
15 their affirmative obligation to keep accurate records of the correct overtime wages based on proper
16 regular rate calculations that included nondiscretionary commissions, incentive pay, and/or
17 nondiscretionary bonuses earned, and the total amount of compensation of their Employees.
18 Moreover, the wage statements given to Employees by Defendants failed to accurately account for
19 wages, overtime, and premium pay for deficient meal periods and rest breaks, all of which
20 Defendants knew or reasonably should have known were owed to Employees, as alleged
21 hereinabove. The wage statements provided to Employees were confusing and required
22 Employees to engage in discovery and refer to outside sources to verify whether their pay was
23 correct and potentially resulting in a miscalculation by the Employees.

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

82. Pursuant to Labor Code §§ 226(a) and 226(e), 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.

83. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for each pay period, and one thousand dollars (\$1000) for each subsequent violation for each employee for each pay period.

84. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and any other applicable statute allowing recovery of penalties as alleged herein in an amount to be shown according to proof.

NINTH CAUSE OF ACTION

FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174

AND 1174.5

(Against All Defendants)

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

86. 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.

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

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

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

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

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

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

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

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

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

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

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

96. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive

1 relief, restitution, and other appropriate equitable relief.

2 97. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
3 business practices.

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

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

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

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

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

25 103. Unless restrained by this Court Defendants will continue to engage in such
26 unlawful conduct as alleged above. Pursuant to the Business & Professions Code this Court should
27 make such orders or judgments, including the appointment of a receiver, as may be necessary to
28 prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice

1 prohibited by the Business & Professions Code, including but not limited to the disgorgement of
2 such profits as may be necessary to restore Employees to the money Defendants have unlawfully
3 failed to pay.

4 **TWELFTH CAUSE OF ACTION**
5 **PENALTIES PURSUANT TO LABOR CODE § 2699, *ET SEQ.***
6 **(Against All Defendants)**

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

9 105. Plaintiff and Employees are aggrieved employees as defined under Labor Code §
10 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
11 alleged violators, Defendants.

12 106. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
13 violation of all Labor code provisions included under Labor Code § 2699.5 and includes the
14 penalty provisions, without limitation, based on the following California Labor Code sections:
15 201, 202, 203, 204, 210, 226, 226.3, 227.3, 245 et seq., 246, 510, 512, 558, 558.1, 1174, 1174.5,
16 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.* and 2802.

17 107. The penalties shall be allocated as follows: 75% to the Labor and Workforce
18 Development Agency (LWDA) and 25% to the affected employee.

19 108. Employees also seek any and all penalties and remedies set forth in Labor Code §
20 558, which states:

21 (a) Any employer or other person acting on behalf of an employer who
22 violates, or causes to be violated, a section of this chapter or any provision
23 regulating hours and days of work in any order of the Industrial Welfare
24 Commission shall be subject to a civil penalty as follows: (1) For any initial
25 violation, fifty dollars (\$50) for each underpaid employee for each pay period for
26 which the employee was underpaid in addition to an amount sufficient to recover
underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for
each underpaid employee for each pay period for which the employee was
underpaid in addition to an amount sufficient to recover underpaid wages. (3)
Wages recovered pursuant to this section shall be paid to the affected employee.

27 (b) If upon inspection or investigation the Labor Commissioner determines that
28 a person had paid or caused to be paid a wage for overtime work in violation of any
provision of this chapter, or any provision regulating hours and days of work in any

1 order of the Industrial Welfare Commission, the Labor Commissioner may issue a
2 citation. The procedures for issuing, contesting, and enforcing judgments for
3 citations or civil penalties issued by the Labor Commissioner for a violation of this
chapter shall be the same as those set out in Section 1197.1.

4 (c) The civil penalties provided for in this section are in addition to any other
5 civil or criminal penalty provided by law.

6 109. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
7 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
8 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
9 for each violation in a subsequent citation, for which the employer fails to provide the employee a
10 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the
11 extent that Labor Code § 226.3 applies, Plaintiff and Employees also seek such penalties.

12 110. Plaintiff has exhausted his administrative remedy by sending a certified letter to the
13 LWDA and Defendants postmarked September 21, 2023. The LWDA has not provided notice of
14 its intent to investigate the alleged violations within 65 calendar days of the postmark date of the
15 letters.

16 **RELIEF REQUESTED**

17 WHEREFORE, Plaintiff prays for the following relief:

- 18 1. For an order certifying this action as a class action;
- 19 2. For compensatory damages in the amount of the unpaid minimum wages for work
20 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
21 the filing of this action, as may be proven;
- 22 3. For liquidated damages in the amount equal to the unpaid minimum wage and
23 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 24 4. For compensatory damages in the amount of the hourly wage made by Employees
25 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
26 years prior to the filing of this action, as may be proven;
- 27 5. For compensatory damages in the amount of the hourly wage made by Employees
28 for each day requisite rest breaks were not provided or were deficiently provided where no

1 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
2 be proven;

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

4 7. For penalties pursuant to Labor Code § 226.3, as may be proven;

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

7 9. For penalties pursuant to Labor Code § 227.3, as may be proven;

8 10. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven;

9 11. For penalties pursuant to Labor Code § 1174.5, as may be proven;

10 12. For restitution for unfair competition pursuant to Business & Professions Code
11 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

12 13. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;

13 14. For compensatory damages in the amount of all previously unreimbursed business
14 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
15 from four (4) years prior to the original filing of this action, as may be proven;

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

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

20 17. For an award of pre-judgment and post-judgment interest;

21 18. For an award providing for the payment of the costs of this suit;

22 19. For an award of attorneys' fees; and

23 20. For such other and further relief as this Court may deem proper and just.

24 ///

25 ///

26 ///

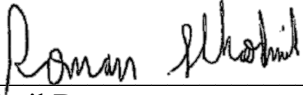
27 ///

28 ///

1 DATED: November 30, 2023

D. LAW, INC.

2

By 

3

Emil Davtyan
David Yeremian
Roman Shkodnik
Attorneys for Plaintiff
JULIAN RAMOS
and the putative class

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

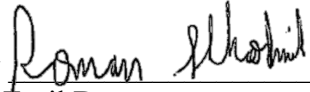
28

1
2 **DEMAND FOR JURY TRIAL**

3 Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.
4

5 DATED: November 30, 2023

D.LAW, INC.

6
7 By 

8 Emil Davtyan
9 David Yeremian
10 Roman Shkodnik
11 Attorneys for Plaintiff
12 JULIAN RAMOS
13 and the putative class
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

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

On November 22, 2023, I served the foregoing: **FIRST AMENDED CLASS ACTION COMPLAINT** on Interested Parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

Emma Luevano

eyl@msk.com

Te'Aira Law

tla@msk.com

MITCHELL SILBERBERG & KNUPP LLP

2049 Century Park East, 18th Floor

Los Angeles, CA 90067

Kevin Sullivan

KSullivan@ebglaw.com

Epstein Becker Green

1925 Century Park East, Suite 500

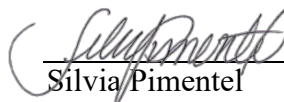
Los Angeles, CA 90067

[X] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

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

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

Executed on November 22, 2023, at Glendale, California.



Silvia Pimentel