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 Superior Court of California
 County of Los Angeles
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 of himself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

ABDOLLA KOWIGHADOUSH, an
 individual, on behalf of himself and others
 similarly situated,

Plaintiff,

vs.

NKSFB, LLC, a Delaware limited liability
 company; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 23STCV23689
Assigned for All Purposes To:
 Hon. Kenneth R. Freeman
 Dept.: 14

**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 Labor Code § 226.7;
4. Rest-Break Liability Labor Code § 226.7;
5. Violation of Labor Code § 226;
6. Violation of Labor Code § 221;
7. Violation of Labor Code § 204;
8. Violation of Labor Code § 203;
9. Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5;
10. Failure to Produce Requested Records under §§ 226 and 1198;
11. Failure to Reimburse Necessary Business Expenses under Labor Code § 2802;

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12. Violation of Business & Professions Code
§ 17200 *et seq.*; and
13. Penalties under PAGA Labor Code § 2698

DEMAND FOR JURY TRIAL

Original Complaint Filed: September 9, 2023
Trial Date: None Set

1 Plaintiff ABDOLLA KOWIGHADOUSH (hereinafter “Plaintiff”), on behalf of himself
2 and other similarly situated non-exempt, hourly employees employed by Defendants within the
3 state of California during the relevant time period (collectively, “Employees”; individually,
4 “Employee”), complains of 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 from four years prior to the filing of
8 this lawsuit, are or were employed as non-exempt, hourly Employees, including those employed
9 as account executives, business management account executives, bookkeepers, assistant account
10 executives and in similar and related positions, employed by Defendants NKSFB, LLC, a
11 Delaware limited liability company; and DOES 1 through 50 (all defendants referred to
12 collectively as “Defendants”). Plaintiff alleges that Defendants, and each of them, violated various
13 provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission
14 (“IWC”), and the California Business & Professions Code, and seeks redress for these violations.

15 2. Plaintiff and the Class Members were employed as hourly, non-exempt Employees
16 by Defendants in positions generally pertaining to providing lifestyle management and
17 professional services to Defendants’ clients. Plaintiff, and upon information and belief the other
18 similarly situated Employees in the Class, were required to perform work tasks based out of
19 Defendants’ offices and locations in California. Plaintiff was employed by Defendants as an
20 assistant account executive and Defendants tasked him with duties that included reviewing and
21 processing invoices from vendors, reviewing credit card statements, analyzing discrepancies on
22 invoices, ensuring disbursements were accurate, collecting deposits, preparing cash flow
23 projections and budgets, preparing accounting reports and financial analysis, booking and
24 processing client pay rolls, and the like.

25 3. Defendants employed other similarly situated Employees in similar and related
26 positions based out of Defendants’ offices and facilities throughout California, including in the
27 cities of Torrance, Encino, Santa Monica, Irvine, and Los Angeles. Plaintiff and the other similarly
28 situated Class Members worked at Defendants’ behest without being paid all wages due and

1 without being provided all required breaks. More specifically, Plaintiff and the other similarly
2 situated Class Members were employed by Defendants and (1) shared similar job duties and
3 responsibilities (2) were subjected to the same policies and practices (3) and endured similar
4 violations at Defendants' hands.

5 4. Defendants required Plaintiff and the Employees in the Class to work off the clock,
6 but failed to accurately record the hours they were on the clock, failed to pay them at the
7 appropriate rates for all hours worked, failed to pay all wages due and owing at termination or
8 resignation, and failed to provide Plaintiff and Class Members with accurate itemized wage
9 statements. Defendants also failed to provide Plaintiff and the Class with lawful meal and rest
10 periods, as Employees were required to remain under Defendants' control and were not provided
11 with the opportunity to take full uninterrupted and duty-free rest periods and meal breaks, as
12 required by the Labor Code and the applicable paragraphs of the IWC Wage Orders.

13 5. Defendant NKSFB, LLC is a Delaware limited liability company which lists its
14 principal address in New York, New York and does not list a principal address in California with
15 the Secretary of State. It lists several registered corporate agents with addresses in Glendale,
16 California. NKSFB, LLC ("NKSFB") lists its type of business as "Financial Services." Upon
17 information and belief, NKSFB, LLC is a company that owns and operates various California
18 business management firms throughout California, including in Westwood, Encino, Santa Monica,
19 Irvine, Torrance, and Los Angeles, where Plaintiff worked. NKSFB's website explains that: "They
20 equip [its] clients—including some of the world's top artists, performers, athletes, and
21 entrepreneurs—with the tools necessary to achieve financial security short and long term," and
22 that they "range [in] concierge-style services to meet the lifestyle management needs of America's
23 most enterprising individuals and their families." Upon information and belief, it provides seven
24 general types of services: (1) Business Management; (2) Taxes; and (3) Audits; (4) Royalty; (5)
25 Forensic Accounting; (6) Recording Artists Services, and (7) Athlete Services.

26 6. NKSFB contends on its website that: "NKSFB, LLC is the largest business
27 management firm in the country, with eight offices in the United States and United Kingdom and
28 more than 550 employees. We work alongside the world's top artists in music, film, and

1 television, as well as athletes, executives, entrepreneurs, and other high achievers, offering a
2 sophisticated range of concierge-style services to meet their lifestyle management needs.” The
3 wage statements issued to Plaintiff list NKSFB, LLC as his employer with an address in Los
4 Angeles, California. Plaintiff and some other Class Members were employed by Defendants at the
5 Los Angeles office during their employment with Defendants, and Defendants also employed
6 other Class Members in Encino, Santa Monica, Irvine, Westwood, and at the other offices
7 throughout California.

8 7. This Court has jurisdiction over this Action pursuant to California Code of Civil
9 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
10 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
11 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
12 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
13 obligations and liabilities giving rise to this lawsuit occurred, at least in part in Los Angeles
14 County, and Defendants have not listed a principal California address. Defendants also employ
15 Class Members at other California offices and locations.

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

24 9. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
25 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
26 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
27 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
28 all respects as the employers or joint employers of Employees. Defendants, and each of them,

1 exercised control over the wages, hours or working conditions of Employees, created and
2 implemented the policies and practices that governed the employment of Plaintiff and the Class
3 Members and dictated their job duties and responsibilities, or otherwise suffered or permitted
4 Plaintiff and the other Employee Class Members to work, or engaged them, thereby creating a
5 common law employment relationship with the Employee Class Members. Therefore, Defendants,
6 and each of them, employed or jointly employed the Employee Class Members.

7 **FACTUAL BACKGROUND**

8 10. The Employees who comprise the Class, including Plaintiff, are non-exempt
9 employees pursuant to the applicable Wage Order of the Industrial Welfare Commission
10 (“IWC”). During the period of four years prior to the filing of this action through its resolution,
11 the Employee Class Members were employed by Defendants and worked in non-exempt
12 positions at the direction of Defendants in the State of California. Plaintiff and the Class
13 Members were either not paid by Defendants for all hours worked or were not paid at the
14 appropriate minimum, regular and overtime rates. Plaintiff also contends that Defendants failed to
15 pay Plaintiff and the Class Members all wages due and owing, including compensation for off the
16 clock work, noncompliant meal and rest breaks, and Defendants’ failure to furnish accurate wage
17 statements, all in violation of various provisions of the California Labor Code and applicable
18 paragraphs of the IWC Wage Orders.

19 11. During the course of Plaintiff and the Class Members’ employment with
20 Defendants, they were not paid all wages they were owed, including for all hours they were
21 performing work tasks or remaining under Defendants’ control (resulting in “off the clock” work)
22 and for all their overtime hours worked, and they were not paid at the required rates for overtime.
23 This has resulted in systematic and ongoing violations of the California Labor Code and relevant
24 IWC Wage Orders. Upon information and belief, Defendants subjected Plaintiff and the Class
25 members to similar policies and practices which resulted in similar violations as to the other
26 similarly situated non-exempt, hourly employees based out of their locations and offices in
27 California.

28 12. Plaintiff was generally scheduled by Defendants to work five days per week for

1 eight to nine hours per shift, with shift times generally spanning from 8:30 a.m. through 5:30 p.m.
2 On many occasions, Plaintiff was also required to work longer shifts only if he was approved by
3 Defendants to be paid at the required overtime premium rates. However, Plaintiff was required by
4 Defendants to endure substantial off the clock work before and after his scheduled shift hours.
5 For example, Plaintiff's managers would require him to manipulate his timekeeping punches so
6 he did not list hours worked that Defendant was required to pay at the overtime premium rate and
7 accordingly required Plaintiff to clock out and then continue working to close out and clean up
8 his workstation.

9 13. Defendants' policy and practice of requiring systematic off the clock work flowed
10 in part from their unlawful timekeeping procedures. Defendants required Employees to record
11 their time entries by clocking in and out via Defendants' online payroll and timekeeping services
12 platform. While Defendants required Employees to clock in and out for meal periods, the actual
13 beginning and ending times punches were not contemporaneously recorded. Defendants instead
14 merely instructed Plaintiff to record 30-minute meal periods in the online timekeeping system
15 prior to the fifth hour of work so they would appear compliant under the Labor Code and Wage
16 Orders, without regard to whether they actually were providing a lawful meal period or not.

17 14. Plaintiff was concerned of the consequences of failing to comply with
18 Defendants' timekeeping instructions. Given the on-duty breaks where Defendants' managers
19 required Employees to perform work tasks and otherwise remain under Defendants' control,
20 Plaintiff cannot recall a single occasion where he was permitted to take a full 30-minute, duty-
21 free, uninterrupted meal period despite being instructed by Defendants to record timekeeping
22 entries falsely evidencing a fully compliant break. By automatically deducting 30 minutes for a
23 meal period on each of work shift without regard actual start and end times and the off the clock
24 work Defendants required during breaks, Defendants systematically and unlawfully deducted
25 actual hours worked by Plaintiff and the Class members during each of their daily work shifts
26 from the total hours Defendants listed and paid on their wage statements.

27 15. Defendants have either failed to maintain timekeeping records for Plaintiff that
28 would permit Plaintiff to discover the nature and extent of the off the clock work Defendants

1 required and the actual hours Plaintiff worked or the breaks he received or have otherwise
2 declined to produce them to Plaintiff in response to a timely and lawful records request. By
3 failing to pay for all hours worked, and by under-recording regular hours to the detriment of the
4 Class Members, Defendants have committed knowing and intentional ongoing violations of the
5 record keeping requirements under the Labor Code, including section 1174, by either failing to
6 maintain records or retaining inaccurate ones.

7 16. The failure to pay for all hours worked and underpayment of wages to Plaintiff
8 and the Class Members is and has been a direct consequence of Defendants' unlawful
9 compensation policies and practices, which upon information and belief applied uniformly to the
10 Class Members working based out of Defendants' locations and offices throughout California. As
11 a result of the above-described unlawful requirements to work off the clock, the failure to
12 accurately record all hours worked and pay wages at the correct rates, and the other wage
13 violations they endured at Defendants' hands, Plaintiff and the Class Members were not properly
14 paid all wages earned and all wages owed to them by Defendants, including when working more
15 than eight hours in any given day and/or more than forty hours in any given week.

16 17. As a result of Defendants' unlawful policies and practices, Plaintiff and Aggrieved
17 Employees incurred overtime hours worked for which they were not adequately and completely
18 compensated, in addition to the hours they were required to work off the clock at their regular
19 rates. Additionally, by miscalculating the regular rate of pay used for the overtime rate calculation,
20 Defendants systematically underpaid wages to the Aggrieved Employees. This further resulted in
21 systematic violations of Labor Code § 204 for failure to pay all wages owed twice monthly and for
22 failing to provide wage statements as required under Labor Code § 226.

23 18. Therefore, from at least four years prior to the filing of this lawsuit and continuing
24 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
25 hours worked and failing to pay minimum wages for all time worked, as required by California
26 law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present,
27 Defendants had a consistent policy or practice of failing to pay Employees overtime compensation
28 at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a

1 week for all hours worked in excess of twelve hours a day, in violation of Labor Code § 510 and
2 the corresponding sections of IWC Wage Orders.

3 19. Defendants also failed to provide Plaintiff and the Class Members with their
4 required meal periods and the at least two ten-minute rest breaks as required at a minimum for
5 Plaintiff's scheduled shift durations. The above described off the clock work contributed to
6 Defendants' common policy of failing to provide lawful meal periods to Plaintiff and the Class
7 Members, as required under the Labor Code and Paragraph 11 of the IWC Wage Order(s).
8 Defendants similarly failed to authorize and permit Plaintiff and the employee Class Members to
9 take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the
10 IWC Wage Order(s).

11 20. More specifically, Plaintiff worked shifts that entitled him to at least one meal
12 period, but as addressed above, Plaintiff does not recall ever receiving a full 30-minute, duty free,
13 uninterrupted lunch period. In fact, Plaintiff recalls Defendants' managers instructing Plaintiff and
14 other Class members to work through lunches to ensure billable goals were met. Before the fifth
15 hour mark, Defendants' managers would ask Plaintiff whether he had clocked out for lunch. If
16 Plaintiff responded that he had not been able to do so, Defendants' managers would ask Plaintiff
17 to clock out, even if managers did not intend for Plaintiff to stop working. This uniformly applied
18 practice led to systematically late or delayed lunch periods.

19 21. On occasions where Plaintiff clocked out for lunch and was able to take a step
20 away from his desk, it went wayside quickly as there always seemed to be a client issue to resolve
21 or management demands to respond to. Plaintiff recalls only ever having enough time to warm up
22 his food in the microwave then having to immediately return to his desk with his food to attend to
23 his work responsibilities. Meal periods, if they were provided at all, were interrupted by client and
24 management demands and required job duties and tasks to be performed and required Employees
25 to remain under Defendants' control during breaks. In fact, it was common practice for
26 Defendants' manager to walk around Plaintiff's and other Class Member's worksites and continue
27 supervising them during these alleged meal periods.

28 22. Additionally, Defendants instructed Plaintiff and the Class Members to input into

1 the timekeeping system that they took a 30-minute meal period and did so before the fifth hour of
2 work as required under the Labor Code and Wage Orders. Defendants instructed Plaintiff and the
3 Class Members to thus record compliant meal breaks without regard to whether they were actually
4 taken on time, for the full duration, or interrupted by client and management demands and other
5 work requirements. Plaintiff recalls that any meal period he was able to take generally included no
6 more than 10 minutes of actual duty-free break time, despite the fact that Defendants
7 automatically deducted 30 minutes for meal periods on each work shift without regard to whether
8 it was actually taken or was otherwise unlawful.

9 23. Therefore, meal period violations systematically occurred ongoing throughout all
10 of Plaintiff's work shifts where Defendants both failed to provide a lawful meal period or a
11 premium wage payment in lieu thereof, and then also unlawfully deducted 30 minutes from
12 Plaintiff's hours worked for the day. To the extent Defendants ever did pay Plaintiff and the Class
13 members a meal period premium, upon information and belief they failed to pay them a premium
14 pay of one-hour at the regular rate and/or failed to include all forms of remuneration beyond
15 hourly wages in the regular hourly rate used to pay the one-hour premium wage. Upon
16 information and belief, the other Class Members were subjected to similar unlawful policies and
17 practices and endured similar violations as Plaintiff.

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

26 25. Upon information and belief, Defendants' systems did not automatically generate a
27 meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours
28 into a work shift or in the event the time records reflected a meal period of less than thirty minutes.

1 However, upon information and belief, in the event Defendants did pay any meal period
2 premiums, they did so at the employee's customary regular rate of hourly compensation without
3 including all forms of remuneration in that hourly rate calculation, for example by omitting
4 performance-based bonuses and the like from the rate at which meal premiums were paid.

5 26. Defendants thus followed uniformly applied policies of not providing all required
6 meal periods to their Employees. Meal periods were often not properly provided, as work and
7 management demands impermissibly shortened their breaks. Even when Plaintiff and the Class
8 Members were able to take a meal period, it was generally interrupted by work duties or was taken
9 after the fifth hour of work. Additionally, as addressed above, Defendants followed a practice of
10 requiring off the clock work in a manner that would impact when Employees were to receive meal
11 periods and rest breaks, thus leading to further violations.

12 27. As a result, Defendants' failure to provide Plaintiff and the Class Members with all
13 legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest
14 periods is and will be evidenced by Defendants' business records, or lack thereof. As further
15 detailed above, Defendants also failed to pay Employees "premium pay," i.e., one-hour of wages
16 at each Employee's effective regular hourly rate of compensation for each meal period or rest
17 break that Defendants failed to provide or deficiently provided.

18 28. Therefore, for at least four years prior to the filing of this action and through to the
19 present, Plaintiff and the Class Members were unable to take off-duty breaks or were otherwise
20 not provided with the opportunity to take required breaks as required under the Labor Code and
21 Wage Orders due to Defendants' policies and practices. On the occasions when Plaintiff and the
22 Class Members were provided with a meal period, it was often untimely or interrupted, or was
23 impermissibly shortened, and Employees were not provided with one-hour's wages in lieu thereof.
24 Meal period violations thus occurred in one or more of the following manners:

- 25 (a) Class Members were not provided full thirty-minute duty free meal periods
26 for work days in excess of five hours and were not compensated one hour's
27 wages in lieu thereof, or were not compensated at the correct regular rate
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of compensation, all in violation of, among others, Labor Code §§ 226.7, 512, and the applicable Industrial Welfare Commission Wage Order(s);

(b) Class Members were not provided second full thirty-minute duty free meal periods for work days in excess of ten hours;

(c) Class Members were required to work through at least part of their daily meal period(s);

(d) Meal periods were provided after five hours of continuous work during a shift; and

(e) Class Members were restricted in their ability to take a full thirty-minute meal period.

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

30. Rest breaks for the Class Members were neither scheduled nor contemplated by Defendants. During Plaintiff's entire employment duration with Defendants, he cannot recall a shift where he took a break, despite being entitled to receive at least two paid, timely, uninterrupted, and duty-free net ten minute rest breaks during each of his work shifts.

31. Defendants' uniformly applied policies and practices thus resulted in untimely and shortened or on-duty rest breaks when they were authorized and permitted. Plaintiff and the Class Members worked shifts of at least eight hours, which required at least two rest breaks and to the extent they worked shifts over ten hours, they were supposed to be authorized and permitted at least three rest breaks. Plaintiff does not recall ever taking an on-duty rest break and does not

1 recall ever being told he was permitted to do so.

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

- 13 (a) Class Members were required to work without being provided a minimum
14 ten minute rest period for every four hours or major fraction thereof worked
15 and were not compensated one hour of pay at their regular rate of
16 compensation for each workday that a rest period was not provided;
- 17 (b) Class Members were not authorized and permitted to take timely rest periods
18 for every four hours worked, or major fraction thereof; and
- 19 (c) Class Members were required to remain on-duty during rest periods or
20 otherwise had their rest periods interrupted by work demands.

21 33. From at least four years prior to the filing of this lawsuit and continuing to the
22 present, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or
23 deducting the Employees' earned wages, including by the above described off the clock work and
24 on-duty work while on unpaid meal breaks. In addition to failing to authorize and permit rest
25 breaks, Defendants unlawfully deducted up to 30 additional minutes for meal periods that were
26 rarely provided or otherwise received without violation. By not compensating Employees for all
27 hours worked, Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

28 34. Defendants also violated California Labor Code § 246 by not providing all

1 required paid sick days to Plaintiff and the Class Members. Labor Code § 246 provides that an
2 Employee who “works in California for the same employer for 30 or more days within a year
3 from the commencement of employment is entitled to paid sick days as specified in this section.”
4 Defendants failed to provide Plaintiffs and the other similarly Aggrieved Employees with all their
5 required and earned sick days, in violation of Labor Code § 246. Additionally and upon
6 information and belief, Defendants have failed to provide COVID-19 supplemental sick leave to
7 the Class Members during the relevant time period, including by failing to provide two work
8 weeks of COVID-19 supplemental paid sick leave as required under Labor Code §§ 248.1 and
9 248.2 and including damages and penalties as these sections are enforced through Labor Code §
10 248.5, which requires that: “If paid sick days were unlawfully withheld, the dollar amount of paid
11 sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250),
12 whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars
13 (\$4,000), shall be included in the administrative penalty.” Plaintiff accordingly seeks this relief
14 available for Defendants’ failure to provide Employees with all their required and earned sick
15 days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1,
16 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246,
17 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys’ fees
18 and costs pursuant to Labor Code § 2699(g)(1).

19 35. Upon information and belief, Defendants also failed to provide Employees such as
20 Plaintiff at the time of his employment and thereafter with written notice complying with all the
21 requirements of Labor Code § 2810.5, which provides that: “At the time of hiring, an employer
22 shall provide to each employee a written notice, in the language the employer normally uses to
23 communicate employment-related information to the employee, containing” specific required
24 information. Upon information and belief, Defendants failed to provide this information to the
25 Aggrieved Employees as required under Labor Code § 2810.5. Defendants were required to
26 provide Plaintiff and the aggrieved employee Class Members certain specific information upon
27 hiring pursuant to California Labor Code § 2810.5. Defendants failed to provide Plaintiff with
28 any such information when he was hired, or have failed to produce it to do date, and upon

1 information and belief Defendants committed similar violations in connection with similarly
2 situated and aggrieved Class Members.

3 36. As a result of these illegal policies and practices, Defendants also engaged in and
4 enforced the following additional unlawful practices and policies against Plaintiff and the Class
5 Members he seeks to represent:

- 6 a. failing to pay all wages owed to Class Members who either were discharged, laid
7 off, or resigned in accordance with the requirements of Labor Code §§ 201, 202,
8 203;
- 9 b. failing to pay all wages owed to the Class Members twice monthly in accordance
10 with the requirements of Labor Code § 204;
- 11 c. failing to pay Class Members all wages owed, including all meal and rest period
12 premium wages, and failing to pay them at the regular rate of compensation;
- 13 d. failing to maintain accurate records of Class Members' hours worked and earned
14 wages and meal periods in violation of Labor Code §§ 226 and 1174(d) and section
15 7 of the applicable IWC Wage Orders; and
- 16 e. failing to produce timekeeping records in response to Plaintiff's timely and lawful
17 request to receive them under these authorities.

18 37. Defendants have also consistently failed to provide Class Members with timely,
19 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws,
20 including by the above-described requirement of off the clock work, failure to pay all overtime
21 owed and failure to pay them at the appropriate premium rates, and failure to pay premium wages
22 for unprovided or otherwise unlawful meal and rest breaks, or by miscalculating any overtime or
23 meal period or rest break premium wages and by the systematic and unlawful deductions
24 Defendants took from Employee wages. Defendants have also made it difficult to account with
25 precision for the unlawfully withheld wages and meal and rest period compensation owed to
26 Plaintiff and the Class, during the liability period, including to the extent they required off the
27 clock work or automatically deducted hours or failed to pay overtime wages at the overtime rate
28 they did not calculate the regular rate of pay correctly when paying overtime or meal period

1 premiums and because they did not implement and preserve a record-keeping method as required
2 for non-exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the
3 applicable California Wage Orders. Upon information and belief, recorded hours worked were not
4 maintained or were not accurately maintained for work shifts and meal periods, which were
5 automatically presumed by Defendants to have been lawfully provided when they were not.
6 Defendants also failed to accurately record and pay for all regular and overtime hours worked by
7 Plaintiff and the Class Members, including by failing to pay all overtime hours at the correctly
8 calculated overtime premium rate.

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

18 39. Defendants also required Plaintiff and the Class Members to work hours off the
19 clock for which they were not compensated. Additionally, as addressed above, Plaintiff and Class
20 Members were required to endure off the clock work during interrupted or otherwise on-duty meal
21 and rest periods and were not provided with sick pay and supplemental sick leave and were
22 subjected to systematic off the clock work. Defendants also failed to pay all overtime premium
23 wages owed for work conducted on a work shift and a workday or failed to pay it at the correct
24 rate, as addressed above. Therefore, Defendants have also followed a uniform and consistent
25 policy of failing to pay all wages owed to Plaintiff and other similarly situated Employees at the
26 time of their termination or within seventy-two hours of their resignation, as required by
27 California wage-and-hour laws.

28 40. Additionally, from at least four years prior to the filing of this lawsuit and

1 continuing to the present, Defendants have regularly required Plaintiff and the Class Members to
2 incur necessary business expenses in the course of performing their required job duties without
3 reimbursement. These include the cell phone related expenses Plaintiff incurred in responding to
4 messages from Defendants' managers, responding to identity verification request received through
5 text message, and accessing the company email account. Plaintiff and the Class Members must be
6 reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants
7 systematically failed to do so.

8 41. In light of the foregoing, Plaintiff and the Employees in the Class bring this action
9 pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4,
10 226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194,
11 1194.2 1197, 1198, 1198.5, 1199, 2802, 2698 *et seq.*, and California Code of Regulations, Title 8,
12 section 11000 *et seq.*

13 42. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff
14 and the Class Members seek injunctive relief, restitution, and disgorgement of all benefits
15 Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or
16 fraudulent practices alleged in this Complaint.

17 **CLASS ALLEGATIONS**

18 43. Plaintiff brings this class action on behalf of himself, and all others similarly
19 situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (often
20 referred to as "the Class" or "Class Members") defined as follows: "All individuals employed by
21 Defendants at any time during the period of four (4) years prior to the filing of this lawsuit and
22 ending on a date as determined by the Court ("the Class Period"), and who have been employed as
23 non-exempt, hourly employees by Defendants within the State of California." Further, Plaintiff
24 seeks to represent the Subclasses composed of and defined as follows:

25 a. Subclass 1. Minimum Wages Subclass. All Class Members who were not
26 compensated for all hours worked for Defendants at the applicable minimum wage.

27 b. Subclass 2. Wages and Overtime Subclass. All Class Members who were not
28 compensated for all hours worked for Defendants at the required rates of pay, including for all

hours worked in excess of eight in a day and/or forty in a week.

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

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

e. Subclass 5. Wage Statement Subclass. All Class Members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

f. Subclass 6. Unauthorized Deductions from Wages Subclass. All Class Members who were subject to Defendants' policy and/or practice of deducting wages earned from their pay, including by requiring off the clock work.

g. Subclass 7. Failure to Timely Pay Wages Twice Monthly Subclass. All Class Members who were subject to Defendants' policy and practice of not timely paying all wages earned when they were due and payable at least twice monthly.

h. Subclass 8. Termination Pay Subclass. All Class Members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

i. Subclass 9. Failure To Produce Requested Employment Records Subclass. All Class Members who, within the applicable limitations period, were denied the right to inspect and receive all their payroll records, timecards, and personnel records.

j. Subclass 10. Payroll Records Subclass. All Class Members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

k. Subclass 11. Expense Reimbursement Subclass. All Class Members who incurred necessary and reasonable expenses in connection with performing their job duties for Defendants

1 and who were subject to a policy and/or practice under which such expenses were not reimbursed.

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

5 44. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
6 modify the class description with greater particularity or to provide further division into subclasses
7 or limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class
8 against Defendants, the Class Period should be adjusted accordingly.

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

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

23 **A. Numerosity**

24 47. The potential members of the class as defined are so numerous that joinder of all
25 the member of the class is impracticable. While the precise number of Class Member has not been
26 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
27 time period relevant to this lawsuit employed, at least over one hundred Employees who satisfy
28 the Class definition within the State of California. Plaintiff alleges that Defendants' employment

records will provide information as to the number and location of all Class Members.

B. Commonality

48. There are questions of law and fact common to the Class that predominate over any questions affecting only individual Class Members. The common questions are numerous and substantial and flow from Defendants' uniform policies and/or practices of violating the California Labor Code addressed above. As such, these common questions predominate over individual questions concerning each individual Class Member's showing as to his or her eligibility for recovery or as to the amount of damages. These common questions of law and fact include:

- a. Whether Defendants failed to pay Employees minimum wages;
- b. Whether Defendants failed to pay Employees wages for all hours worked;
- c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;
- d. 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;
- e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to authorize and permit Employees to take requisite rest breaks or provide premium pay in lieu thereof;
- f. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not providing employees with all required sick days and COVID-19 supplemental sick leave;
- g. Whether Defendants violated Labor Code § 226(a) by providing Employees with inaccurate wage statements;
- h. Whether Defendants violated Labor Code § 221;
- i. 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;
- j. Whether Defendants' conduct was willful;
- k. Whether Defendants violated Labor Code § 226 and § 1174 and § 1198 and the

IWC Wage Orders by failing to maintain accurate records of Class Members' earned wages and work periods;

- l. Whether Defendants violated Labor Code § 1194 by failing to compensate all Employees during the relevant time period for all hours worked, whether regular or overtime;
- m. Whether Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;
- n. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary business expenses incurred by Employees;
- o. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- p. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

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

D. Adequacy of Representation

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

E. Superiority of Class Action

51. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Employees is not practicable, and questions of law and fact common to all Employees predominate over any questions affecting only individual Employees. Each Employee in the Class has been damaged and is entitled to recovery

1 by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

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

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

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

28 55. Plaintiff and the Employees in the Class did not discover the fact that they were

1 entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there
2 ever any discussion about Plaintiff's and the Class Members' waiver of their Constitutional rights
3 of trial by jury, right to collectively organize and oppose unlawful pay practices under California
4 law as well as obtain injunctive relief preventing such practices from continuing. As a result, the
5 applicable statutes of limitation were tolled until such time as Plaintiff and the Class Members
6 discovered their claims.

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

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

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

27 58. In California, employees must be paid at least the applicable state minimum wage
28 for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and

1 paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Also, pursuant to
2 California Labor Code § 204, other applicable laws and regulations, and public policy, an
3 employer must timely pay its employees for all hours worked. Defendants failed to do so.

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

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

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

21 62. In committing these violations of the California Labor Code, Defendants
22 inaccurately recorded, or required Plaintiff and the Class Members to input times that did not
23 reflect their actual hours worked, or miscalculated hours or rates or otherwise underpaid the actual
24 time worked by Plaintiff and other members of the Class, including by requiring off the clock
25 work as addressed in detail above. Defendants acted in an illegal attempt to avoid the payment of
26 all earned wages, and other benefits in violation of the California Labor Code, the Industrial
27 Welfare Commission requirements and other applicable laws and regulations. As a result of these
28 violations, Defendants also failed to timely pay all wages earned in accordance with California

1 Labor Code § 1194.

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

6 64. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
7 1197.1, Plaintiff and Class Members are entitled to recover a penalty of \$100.00 for the initial
8 failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to
9 pay each employee minimum wages.

10 65. Pursuant to California Labor Code § 1194.2, Plaintiff and Class Members are
11 further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and
12 interest thereon.

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

16 67. Plaintiff and the Class Members are entitled to recover the unpaid minimum wages
17 (including double minimum wages) and local wage ordinance wages and liquidated damages in an
18 amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s
19 fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other
20 members of the Class further request recovery of all unpaid wages, according to proof, interest,
21 statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as
22 provided by the California Labor Code and/or other applicable statutes. To the extent minimum
23 wage compensation is determined to be owed to the Class Members who have terminated their
24 employment, Defendants’ conduct also violates Labor Code §§ 201 and/or 202, and therefore
25 these individuals are also be entitled to waiting time penalties under California Labor Code § 203,
26 which penalties are sought herein on behalf of these Class Members. Defendants’ failure to timely
27 pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code §
28 226 because they resulted in the issuance of inaccurate wage statements. Defendants’ conduct as

1 alleged herein was willful, intentional, and not in good faith. Further, Plaintiff and other Class
2 Members are entitled to seek and recover statutory costs.

3 **SECOND CAUSE OF ACTION**

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

5 **(Against All Defendants)**

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

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

14 70. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and
15 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
16 Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular
17 hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40)
18 hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any
19 one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12)
20 hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of
21 work in a workweek.

22 71. Defendants had a consistent policy of not paying Employees wages for all hours
23 worked, including by requiring off the clock work as addressed above, by unlawful deductions, by
24 under-reporting actual hours worked, and by requiring Employees to do so as well. Defendants
25 have also failed to include all forms of remuneration in the regular rate of pay used to calculate
26 and pay overtime, and failed to begin paying overtime when it was incurred due to the off the
27 clock work, as detailed above. Defendants’ managers also moved hours that should have been paid
28 at overtime premium rates to regular hours.

1 72. Defendants thus had a consistent policy of not paying Employees wages for all
2 hours worked, including hours at their required regular and overtime. Defendants, and each of
3 them, asked Plaintiff and Class Members to intentionally and improperly modify their time entries
4 or otherwise caused them to work off the clock to avoid paying Plaintiff and the Class Members
5 all earned and owed straight time and overtime wages and other benefits, in violation of the
6 California Labor Code, the California Code of Regulations and the IWC Wage Orders and
7 guidelines set forth by the Division of Labor Standards and Enforcement. Defendants have also
8 violated these provisions by requiring Plaintiff and other similarly situated non-exempt employees
9 to work through meal periods or remain under Defendants' control when they were required to be
10 clocked out or to otherwise work off the clock to complete their daily job duties and respond to
11 demands from clients and managers.

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

20 74. Defendants' failure to pay Plaintiff and the Class Members the unpaid balance of
21 regular wages owed and overtime compensation for all hours worked, as required by California
22 law, violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable
23 IWC Wage Order, and is therefore unlawful. Defendants also failed to correctly calculate the
24 regular rate used to calculate and pay overtime, and meal and rest premiums, as addressed above.

25 75. Additionally, Labor Code § 558(a) provides "any employer or other person acting
26 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
27 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
28 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each

1 pay period for which the employee was underpaid in addition to an amount sufficient to recover
2 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each
3 underpaid employee for each pay period for which the employee was underpaid in addition to an
4 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall
5 be paid to the affected employee.” Labor Code § 558(c) states, “the civil penalties provided for in
6 this section are in addition to any other civil or criminal penalty provided by law.” Defendants
7 have violated provisions of the Labor Code regulating hours and days of work as well as the IWC
8 Wage Orders. Accordingly, Plaintiff and the Class Members seek the remedies set forth in Labor
9 Code § 558.

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

16 77. Employees have been damaged by these violations of California Labor Code §§
17 204 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under
18 Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less
19 than \$100 for causing Employees “to work for longer hours than those fixed, or under conditions
20 of labor prohibited by an order of the commission” or if the employer pays “a wage less than the
21 minimum fixed by an order of the commission” or “violates...any provision of this chapter or
22 any order or ruling of the commission.”

23 78. Consequently, pursuant to the California Labor Code, including Labor Code §§
24 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including
25 paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of
26 all their unpaid wages and overtime compensation for all their hours worked, with interest, plus
27 their reasonable attorneys’ fees and costs, as well as the assessment of any statutory penalties
28 against Defendants, and each of them, and any additional sums as provided by the Labor Code

1 and/or other statutes.

2 **THIRD CAUSE OF ACTION**

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

4 **(Against All Defendants)**

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

7 80. Employees regularly worked shifts greater than five (5) hours. Pursuant to Labor
8 Code § 512, and paragraph 11 of the applicable IWC Wage Order, an employer may not employ
9 someone for a shift of more than five (5) hours without providing him or her with a meal period of
10 not less than thirty (30) minutes or for a shift of more than ten (10) hours without providing him or
11 her with a second meal period of not less than thirty-minute meal period as required by law.

12 81. Defendants failed to provide Employees with meal periods as required under the
13 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required
14 to work or to otherwise remain under Defendants' control during meal periods, or Defendants
15 provided them after Employees worked beyond the fifth hour of their shifts or Employees
16 otherwise had them shortened and interrupted by work demands and requirements to perform off
17 the clock work and remain under Defendants' control. Defendants also unlawfully failed to
18 provide any rest breaks whatsoever.

19 82. Defendants thus failed to provide Plaintiff and the Class Members with meal
20 periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order,
21 including by not providing them with the opportunity to take meal breaks, by providing them late
22 or for less than thirty minutes, or by requiring them to perform work during breaks.

23 83. Moreover, Defendants failed to compensate Employees for each meal period not
24 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
25 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
26 employee a meal period in accordance with this section, the employer shall pay the employee one
27 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
28 period is not provided. As detailed above, on the occasions when Defendants did pay any meal

1 period premiums, they upon information and belief underpaid them by miscalculating the regular
2 rate of compensation by not including all forms of remuneration in it. Defendants thus failed to
3 compensate the Employees in the Class for each meal period not provided or inadequately
4 provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC
5 Wage Order.

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

12 **FOURTH CAUSE OF ACTION**

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

14 **(Against All Defendants)**

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

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

20 87. Employees consistently worked consecutive four hour shifts and were generally
21 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and
22 permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable
23 IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for
24 each consecutive four hour shift, and Defendants failed to provide Employees with timely rest
25 breaks of not less than ten minutes for each consecutive four hour shift. Defendants made no effort
26 to authorize or simply let Plaintiff and the Class Members know that they are permitted to take
27 lawful rest breaks. Employees were often required to work or to otherwise remain under
28 Defendants' control during rest periods, including by responding to work requirements, and had

breaks provided untimely as a result of the above described off the clock work. Plaintiff and the Class Members were also not permitted to leave their work premises during rest breaks.

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

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

90. Defendants failed to authorize and permit Plaintiff and the Class Members to take rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees with an additional hour of pay at each Employee's hourly rate for each day that Defendants failed to provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Orders.

91. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Orders, Employees are entitled to damages in an amount equal to one hour of wages at their effective hourly rates of pay for each day worked without the required rest breaks, a sum to be proven at trial, as well as the assessment of any statutory penalties against Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.

FIFTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 226(a)

(Against All Defendants)

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

93. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate; these statements must be appended to the detachable part of the check, draft, voucher, or whatever else

1 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
2 statements may be given to the employee separately from the payment of wages; in either case the
3 employer must give the employee these statements twice a month or each time wages are paid.

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

11 95. Throughout the liability period, Defendants intentionally failed to furnish to
12 Plaintiff and the Class Members, upon each payment of wages, itemized statements accurately
13 showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-
14 rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net
15 wages earned, and (6) all applicable hourly rates in effect during the pay period and the
16 corresponding number of hours worked at each hourly rate by the employee pursuant to Labor
17 Code § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory
18 requirements. Defendants knowingly and intentionally failed to provide Plaintiff and the Class
19 Members with such timely and accurate wage and hour statements.

20 96. Plaintiff and the Class Members suffered injury as a result of Defendants'
21 knowing and intentional failure to provide them with the wage and hour statements as required by
22 law and are presumed to have suffered injury and entitled to penalties under Labor Code §
23 226(e), as the Defendants have failed to provide an accurate wage statement, failed to provide
24 accurate and complete information as required by any one or more of items Labor Code § 226
25 (a)(1) to (9), inclusive, and the Plaintiff and Class Members cannot promptly and easily
26 determine from the wage statement alone one or more of the following: (i) The amount of the
27 gross wages or net wages paid to the employee during the pay period or any of the other
28 information required to be provided on the itemized wage statement pursuant to items (2) to (4),

1 inclusive, (6), and (9) of subdivision (a), (ii) Which deductions the employer made from gross
2 wages to determine the net wages paid to the employee during the pay period, (iii) The name and
3 address of the employer and, (iv) The name of the employee and only the last four digits of his or
4 her social security number or an employee identification number other than a social security
5 number. For purposes of Labor Code § 226(e) “promptly and easily determine” means a
6 reasonable person [i.e. an objective standard] would be able to readily ascertain the information
7 without reference to other documents or information.

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

16 98. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code
17 § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the
18 Class suffered injuries, including among other things confusion over whether they received all
19 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing
20 them to make mathematical computations to analyze whether the wages paid in fact compensated
21 them correctly for all hours worked.

22 99. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable
23 IWC Wage Order, Plaintiff and the Employee Class Members are entitled to recover the greater of
24 all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
25 one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an
26 aggregate penalty of four thousand dollars (\$4,000) under Section 226(e). They are also entitled to
27 an award of costs and reasonable attorneys’ fees.

28 ///

SIXTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 221
(Against All Defendants)

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

101. Labor Code § 221 provides, “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.” Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

102. Defendants unlawfully received and/or collected wages from the Employees in the Class by requiring off the clock work, by miscalculating or not paying overtime, and by automatically deducting time for meal periods when they were not lawfully provided and not paying one hour of pay at the regular rate of compensation for every meal and rest period violation endured by Plaintiff and the other Class Members, as alleged above. In addition to failing to authorize and permit rest breaks, Defendants unlawfully deducted up to 30 additional minutes meal periods that were rarely provided or otherwise received without violation. By not compensating Employees for all hours worked, Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

103. As a direct and proximate cause of the unauthorized deductions, Employees have been damaged, in an amount to be determined at trial.

SEVENTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 204
(Against All Defendants)

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

105. Labor Code § 204 instructs that: “All wages, ...earned by any person in any employment are due and payable twice during each calendar month, on days designated in

1 advance by the employer as the regular paydays. Labor performed between the 1st and 15th days,
2 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month
3 during which the labor was performed, and labor performed between the 16th and the last day,
4 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
5 month.” Additionally, the requirements of this section shall be deemed satisfied by the payment of
6 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven
7 calendar days following the close of the payroll period.” As detailed above, Defendants
8 maintained a consistently applied policy and practice of not paying all wages earned between the
9 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned
10 between the 16th and the last day of the month between the 1st and 10th day of the following month.
11 Defendants similarly failed to pay all wages earned by not more than seven calendar days
12 following the close of the payroll period.

13 106. All wages due and owing to Plaintiff and the Class Members, including as required
14 under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages
15 required by Labor Code § 1194 and other sections became due and payable to each employee in
16 each pay period that he or she was not provided with a meal period or rest period or paid straight
17 or overtime wages to which he or she was entitled.

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

27 108. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to
28 represent have been deprived of wages in amounts to be determined at trial, and they are entitled

1 to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,
2 pursuant to Labor Code § 204, 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the
3 applicable IWC Wage Orders.

4 **EIGHTH CAUSE OF ACTION**
5 **VIOLATION OF LABOR CODE § 203**
6 **(Against All Defendants)**

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

9 110. Plaintiff and numerous Class Members are no longer employed by Defendants;
10 they either quit Defendants' employ or were fired therefrom.

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

13 112. The wages withheld from these Employees by Defendants remained due and owing
14 for more than thirty days from the date of separation from employment. Additionally, Defendants
15 failed to pay Plaintiff his final check at the time of his termination.

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

23 114. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
24 are required "to pay each employee, on the established payday for the period involved, not less
25 than the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor
26 Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order
27 or under conditions of labor prohibited by the order is unlawful." Plaintiff and the Class Members
28 may therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph

1 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable
2 IWC Wage Orders. Additionally, under Labor Code § 1199(a)-(c), it is a misdemeanor and
3 Defendants are subject to a fine of not less than \$100 for causing Employees “to work for longer
4 hours than those fixed, or under conditions of labor prohibited by an order of the commission” or
5 if the employer pays “a wage less than the minimum fixed by an order of the commission” or
6 “violates...any provision of this chapter or any order or ruling of the commission.”

7 115. Defendants’ failure to pay wages, as alleged, entitles Plaintiff and these former
8 Employee Class Members to penalties under Labor Code § 203 and the applicable paragraphs of
9 the IWC Wage Orders as addressed above, including the requirement that an employee’s wages
10 shall continue until paid for up to thirty (30) days from the date they were due.

11 **NINTH CAUSE OF ACTION**

12 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS, LABOR CODE §§ 1174, 1174.5**

13 **(Against All Defendants)**

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

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

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

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

27 120. Defendants have maintained a common unlawful policy and practice of failing to
28 accurately record all hours worked and all meal period start and end times and by adjusting or

1 otherwise rounding and shaving them down. Defendants also manipulated timekeeping records to
2 reflect less time worked or to shift time to avoid premiums.

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

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

7 **TENTH CAUSE OF ACTION**

8 **FAILURE TO PRODUCE REQUESTED RECORDS, LABOR CODE §§ 226 and 1198**

9 **(Against All Defendants)**

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

12 124. Pursuant to California Labor Code § 226, current and former employees have the
13 right to inspect or receive a copy of their records pertaining to their employment, upon reasonable
14 request to their employer. Under this statute, an employer that receives a request to inspect or
15 receive a copy of records pertaining to a current or former employee must comply with the request
16 as soon as practicable, but no later than twenty-one calendar days from the date of the request.

17 125. Pursuant to California Labor Code § 1198.5(a), every current and former employee,
18 or his or her representative, has the right to inspect and receive a copy of the personnel records
19 that the employer maintains relating to the employee's performance or to any grievance concerning
20 the employee. Under this statute, upon written request from a current or former employee or his or
21 her representative, an employer must make the contents of those personnel records available for
22 inspection or provide a copy of the personnel records to the current or former employee, or his or
23 her representative, not later than thirty calendar days from the date the employer receives the
24 written request, subject to some limited exceptions. Failure to comply with these requests allows
25 for a civil penalty seven hundred fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k) and
26 226(f).

27 126. Plaintiff sent written requests through his counsel to Defendants for their payroll
28 records, timecards, and personnel records. However, Plaintiff has not received all of his requested

1 records as of the date of this Complaint.

2 127. Defendants violated California Labor Code §§ 226 and 1198.5 by failing to timely
3 produce the required records requested by Plaintiff.

4 128. On information and belief, Defendants' failure to provide Plaintiff with all of his
5 requested employment records is not an isolated incident, but was instead consistent with
6 Defendants' policy and practice that applied to Plaintiff and Employees.

7 129. Pursuant to California Labor Code § 1198.5, Plaintiff and Employees are entitled to
8 a penalty of seven hundred fifty dollars (\$750) from Defendants and attorneys' fees and costs.

9 130. Pursuant to California Labor Code § 226(f), Plaintiff is entitled to a penalty of
10 seven hundred fifty dollars (\$750) from Defendants and attorneys' fees and cost, and the other
11 Class Members similarly situated are similarly entitled.

12 **ELEVENTH CAUSE OF ACTION**
13 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES LABOR CODE § 2802**
14 **(Against All Defendants)**

15 131. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
16 full herein.

17 132. Plaintiff is informed and believes and based thereon alleges that throughout the
18 period applicable, Defendants required Plaintiff and the Class Members to pay for necessary work
19 related expenses they incurred. Defendants required Plaintiff and the Class Members to use their
20 cellular phones to conduct work related business as addressed above. Plaintiff and the Class
21 Members must be reimbursed for these necessary business expenses under Labor Code § 2802 and
22 Defendants systematically failed to do so.

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

27 134. Defendants' knowing and willful failure to reimburse lawful necessary work related
28 expenses and losses to Plaintiff and the Class Members resulted in damages because, among other

1 things, Defendants did not inform employees of their right to be reimbursed for those work related
2 expenses. As Defendants failed to inform and misled Plaintiff and the Class Members with regard
3 to their rights, Plaintiff and the Class Members were led to believe that incurring those lawful and
4 necessary expenses was an expected and essential function of their employment with Defendants
5 and that failure to incur those expenses would have adverse consequences on their employment.

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

12 **TWELFTH CAUSE OF ACTION**

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

14 **(Against All Defendants)**

15 136. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth
16 in full herein. Plaintiff, on behalf of himself, the Employees in the Class, and the general public,
17 brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of
18 Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and
19 harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting
20 the public interest within the meaning of Code of Civil Procedure § 1021.5.

21 137. Plaintiff is a "person" within the meaning of Business & Professions Code
22 § 17204, has suffered injury, and therefore has standing to bring this cause of action for
23 injunctive relief, restitution, and other appropriate equitable relief.

24 138. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
25 business practices. By the conduct alleged herein, Defendants' practices were deceptive and
26 fraudulent in that Defendants' policy and practice failed to provide the required amount of
27 compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiff and
28 Class Members for all hours worked, due to systematic business practices as alleged herein that

1 cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare
2 Commission requirements in violation of California Business and Professions Code §§ 17200, *et*
3 *seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California
4 Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

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

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

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

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

24 143. By the conduct alleged herein, Defendants have engaged and continue to engage in
25 a business practice which violates California and federal law, including but not limited to, the
26 applicable Industrial Wage Order(s), the California Code of Regulations, and the California
27 Labor Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this
28 Court should issue declaratory and other equitable relief pursuant to California Business &

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

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

5 145. Unless restrained by this Court Defendants will continue to engage in such
6 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
7 should make such orders or judgments, including the appointment of a receiver, as may be
8 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
9 deceptive practice prohibited by the Business & Professions Code, including but not limited to
10 the disgorgement of such profits as may be necessary to restore Employees to the money
11 Defendants have unlawfully failed to pay.

12 **THIRTEENTH CAUSE OF ACTION**

13 **PENALTIES PURSUANT TO LABOR CODE § 2698, *ET SEQ.***

14 **(Against All Defendants)**

15 146. Plaintiff realleges and incorporate all preceding paragraphs, as though set forth in
16 full herein.

17 147. Plaintiff and the Employees in the Class are also aggrieved employees as defined
18 under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and
19 either were or are employed by Defendants (“Aggrieved Employees”) during the relevant time
20 period.

21 148. In failing to pay Aggrieved Employees minimum wages and overtime, not
22 providing proper meal and rest periods, failing to provide accurate itemized wage statements, and
23 failing to pay Employees wages upon termination or timely upon resignation, all discussed above,
24 Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required
25 under Labor Code § 204. Defendants also failed to maintain records showing accurate hours
26 worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and
27 paragraph 7 of the applicable IWC Wage Orders.

28 149. As such, Employees seek wages and penalties under Labor Code §§ 2698 and

1 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5,
2 including the penalty provisions, without limitation, based, inter alia, on the following California
3 Labor Code sections: 201, 202, 203, 204, 206.5, 226, 226.2, 226.7, 432.5, 510, 512, 558, 1174,
4 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2698 et seq.

5 150. More specifically, after complying with the notice procedures of Labor Code §
6 2699.3, Plaintiff asserts, as a representative action on behalf of the California Attorney General
7 and the other similarly Aggrieved Employees, a PAGA claim for violations of the above
8 addressed underlying claims and seeking penalties as specified by the applicable corresponding
9 provisions, including as follows:

10 (a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all
11 earned regular pay and minimum wages for regular hours worked and for failure to pay overtime
12 premium wages for overtime hours worked under Labor Code §§ 226.2, 510, 1194(a), 1197, and
13 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking
14 all civil and statutory penalties available and applicable, and wages, under Labor Code §§ 510,
15 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant
16 to Labor Code § 2699(g)(1);

17 (b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved
18 Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to
19 take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under
20 Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC
21 Wage Order(s) seeking all civil and statutory penalties available and applicable, including under
22 paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512,
23 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs
24 pursuant to Labor Code § 2699(g)(1);

25 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide
26 Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to
27 maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226,
28 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking

1 all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e),
2 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order,
3 and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by
4 providing inaccurate wage statements and failing to maintain records as required under Labor
5 Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor
6 Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a
7 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial
8 citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent
9 citation, ...";

10 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at
11 least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204,
12 226.2, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable, and wages,
13 under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20
14 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code
15 § 2699(g)(1);

16 (e) Unlawful Deductions and Failure to Reimburse Necessary Business Expenses: For
17 Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the
18 necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and
19 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties
20 available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and
21 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs
22 pursuant to Labor Code § 2699(g)(1);

23 (f) All Alleged Violations of the IWC Wage Orders and Other Labor Code
24 Sections: For any above addressed violation of the applicable provisions of the IWC Wage
25 Orders, each of which constitute separate violations of Labor Code § 1198 and Labor Code §
26 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and
27 paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to
28 Labor Code § 2699(g)(1).

1. As also addressed above, Plaintiff, on behalf of the Aggrieved Employees, also seeks the penalties and remedies set forth in Labor Code § 558, which states:

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for 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...

(b) If upon inspection or investigation the Labor Commissioner determines that 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 order of the Industrial Welfare Commission, the Labor Commissioner may issue a citation. The procedures for issuing, contesting, and enforcing judgments for 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.

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

2. Plaintiff has exhausted his administrative remedies by submitting a certified letter to the LWDA and Defendants on September 29, 2023 (LWDA Case No. CM-984525-23) addressing in detail the specific provisions of the Labor Code Defendants have violated and addressing the facts and legal theories to support the alleged violations and requested penalties. The LWDA has not provided notice of its intent to investigate the alleged violations within 65 calendar days of the postmark date of the letter, and Plaintiff adds this claim seeking penalties under the PAGA for the violations addressed herein and in the PAGA Notice letter and the original Complaint.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;

2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;

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

4. For compensatory damages in the amount of all unpaid wages, including overtime

1 and double-time pay, as may be proven;

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

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

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

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

12 9. For restitution and/or damages for all amounts unlawfully withheld from the wages
13 for all Class Members in violation of Labor Code § 221, as may be proven;

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

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

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

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

20 14. For restitution for unfair competition pursuant to Business & Professions Code
21 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

22 15. For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;

23 16. For penalties under Labor Code § 558, as may be proven;

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

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

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

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- 20. For an award of pre-judgment and post-judgment interest;
- 21. For an award providing for the payment of the costs of this suit;
- 22. For an award of attorneys' fees; and
- 23. For such other and further relief as this Court may deem proper and just.

DATED: April 8, 2024

D.LAW, INC.
DAVID YEREMIAN & ASSOCIATES, INC.

By 
David Yeremian
Alvin B. Lindsay
Melissa Rodriguez
Attorneys for Plaintiff ABDOLLA
KOWIGHADOUSH and all others similarly
situated

DEMAND FOR JURY TRIAL

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

DATED: April 8, 2024

D.LAW, INC.
DAVID YEREMIAN & ASSOCIATES, INC.

By 

David Yeremian
Alvin B. Lindsay
Melissa Rodriguez
Attorneys for Plaintiff ABDOLLA
KOWIGHADOUSH
and all others similarly situated

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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

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Executed on April 8, 2024, at Glendale, California.

fornia.


Sasha Zambrano

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES Branch Name: Spring Street Courthouse Mailing Address: 312 North Spring Street City, State and Zip Code: Los Angeles CA 90012	
SHORT TITLE: ABDOLLA KOWIGHADOUSH vs NKSFB, LLC NOTICE OF CONFIRMATION OF ELECTRONIC FILING	CASE NUMBER: 23STCV23689

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of LOS ANGELES. In order to process the filing, the fee shown was assessed.

Electronic Filing Summary Data

Electronically Submitted By: Legal Connect
 Reference Number: 9547802_2024_04_08_08_58_50_740_7
 Submission Number: 24LA00590098
 Court Received Date: 04/08/2024
 Court Received Time: 9:01 am
 Case Number: 23STCV23689
 Case Title: ABDOLLA KOWIGHADOUSH vs NKSFB, LLC
 Location: Spring Street Courthouse
 Case Type: Civil Unlimited
 Case Category: Other Employment Complaint Case
 Jurisdictional Amount: Over \$35,000
 Notice Generated Date: 04/08/2024
 Notice Generated Time: 9:10 am

Documents Electronically Filed/Received

Status

Amended Complaint	Accepted
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Comments

Submitter's Comments:

Clerk's Comments:

Electronic Filing Service Provider Information

Service Provider: Legal Connect
 Contact: Legal Connect
 Phone: (800) 909-6859