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9 *behalf of himself and all others similarly situated*

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David W. Slayton,
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10 SUPERIOR COURT OF CALIFORNIA
11 COUNTY OF LOS ANGELES

12
13 DERRICK HARVEY, on behalf of himself and
14 all others similarly situated,

15 Plaintiff,

16 vs.

17 COSTAR REALTY INFORMATION, INC.,
18 COSTAR GROUP, INC., and Does 1 through 50,
19 inclusive,

20 Defendants.

No. **26STCV13744**

CLASS ACTION COMPLAINT

Unlimited Civil Case
The Amount Demanded Exceeds \$35,000

1 Plaintiff Derrick Harvey (“Plaintiff”), by his attorneys, brings this action on behalf of
2 himself and all other similarly situated and the general public, and on information and belief,
3 except those allegations that pertain to the named Plaintiff and his attorneys (which are alleged on
4 personal knowledge), hereby alleges as follows:

5 **SUMMARY OF CLAIMS**

6 1. This class action arises from ongoing wrongful conduct by Defendants CoStar
7 Realty Information, Inc. and CoStar Group, Inc. (collectively “Defendants” or “CoStar”), by
8 Defendants’ unlawful (1) failure to pay Plaintiff, and proposed class members and aggrieved
9 employees in California, for all hours worked, including overtime compensation, in violation of
10 California Labor Code sections 510 and 1194; (2) failure to pay Plaintiff, and proposed class
11 members and aggrieved employees in California, all wages due immediately or within seventy-
12 two hours of termination, or resignation, as well as all associated waiting time penalties, in
13 violation of California Labor Code sections 201-203; (3) failure to furnish Plaintiff, and proposed
14 class members and aggrieved employees in California, with accurate wage statements in violation
15 of California Labor Code section 226, including failing to provide actual wage statements in hard
16 copy format, or make hard copies available; (4) failure to make rest periods available and to
17 separately pay compensation for rest periods or compensation for missed rest periods to Plaintiff,
18 and proposed class members and aggrieved employees in California, in violation of California
19 Labor Code section 226.7 and applicable Industrial Wage Orders; and, (5) failure to provide meal
20 periods or pay compensation for missed meal periods to Plaintiff, and proposed class members and
21 aggrieved employees in California, in violation of California Labor Code section 226.7 and 512.
22 These failures further constitute unfair business practices, in violation of California Business and
23 Professions Code section 17200, et. seq. The violations of Wage Orders further constitute
24 violations of California Labor Code sections 558, 558.1 and 1198 and also give rise to penalties
25 under California Labor Code section 2698, et seq., the California Private Attorneys General Act
26 (“the PAGA”).

27 **JURISDICTIONAL ALLEGATIONS**

28 2. Plaintiff is a former employee of Defendants whom Defendants misclassified as an

1 exempt employee, and thereby failed to pay Plaintiff for all hours worked and wages owed,
2 including overtime compensation, including at termination, and failed to make available and/or
3 provide Plaintiff with uninterrupted, code-compliant rest and meal periods, or pay compensation
4 missed rest and meal periods, and failed to furnish Plaintiff accurate wage statements, and who
5 seeks to represent all other similarly situated California current and former employees of
6 Defendants who worked for Defendants in California within four years of the date of the filing of
7 this class action. Plaintiff is, and was at all relevant times, an adult residing in in the State of
8 California.

9 3. Defendants are corporations that conduct business throughout California, including
10 in Los Angeles County, California and are employers under applicable Industrial Welfare
11 Commission Orders.

12 4. The names and capacities of Defendants sued herein under California Code of Civil
13 Procedure section 474 as Does 1 through 50, inclusive, are presently not known to Plaintiff, who
14 therefore sues these Defendants by such fictitious names. Plaintiff will seek to amend this
15 Complaint and include these Doe Defendants' names and capacities when they are ascertained.
16 Each fictitiously named Defendants are responsible in some manner for the conduct alleged herein
17 and for the injuries suffered by Plaintiff, the members of the proposed class, aggrieved employees,
18 and the general public.

19 5. At all times mentioned in the causes of action alleged herein, each and every
20 Defendant was an agent and/or employee of each and every other Defendant and/or the joint
21 employer of Plaintiff and those similarly situated employees that Plaintiff seek to represent, in that
22 each Defendant controlled the circumstances of Plaintiff', and similarly situated employees',
23 work. In doing the things alleged in the causes of action stated herein, each and every Defendant
24 was acting within the course and scope of this agency or employment and was acting with the
25 consent, permission and authorization of each of the remaining Defendants. All actions of each
26 Defendant as alleged in the causes of action stated herein were ratified and approved by every
27 other Defendant or their officers or managing agents.

28

1 **GENERAL ALLEGATIONS**

2 6. This action seeks relief for unremedied violations of California law, including, inter
3 alia; damages, restitution, penalties, interest, and attorney's fees, as appropriate, to members of the
4 proposed class, aggrieved employees, and to victims of the practices at issue, whom Defendants
5 misclassified as exempt employees, and therefore did not pay for all regular and overtime hours
6 worked, who have not timely received all wages due on termination, who have not received
7 compensation for labor provided without meal and rest periods, and who failed to receive accurate
8 wage statements. Plaintiff is informed and believes that the damages, back wages, expense
9 reimbursements, restitution, penalties, interest and attorneys' fees do not exceed an aggregate of
10 \$4,999,999.99 and that the pro-rata value of Plaintiff's individual claims, including damages, back
11 wages, expense reimbursements, restitution, interest, attorneys' fees, and penalties, does not exceed
12 \$74,999.99.

13 7. Defendants represent themselves to be the "world leader in real estate" with the
14 "most comprehensive database of real estate throughout the United States, Canada, the United
15 Kingdom, and France."

16 8. Defendants employed Plaintiff in California as a real estate photographer. At all
17 times relevant to this action, Defendants had uniform policies and procedures in place that applied
18 to all real estate photographers. Before photographers could begin work, Defendants sent
19 photographers, including Plaintiff, to a multi-week training. In addition, Defendants provided
20 Plaintiff, and all similarly situated photographers, with all the equipment the photographers were
21 required to use to do the job, i.e., cameras, and all associated equipment needed to take
22 photographs, iPads, cell phones, drones or other unmanned aircraft system and supplemental
23 equipment.

24 9. Defendants controlled the work photographers performed, setting forth the specific
25 parameters for any photographs taken, including time, setting, and location. Defendants used a
26 Quality Assurance Group that created uniform style guidelines and technical standards that applied
27 across all types of projects, which Defendants regularly updated. Photographers had to comply
28 with and follow these guidelines and standards. For example, Defendants instructed photographers

1 not to take photographs of parks or schools that were already photographed. Defendants instructed
2 photographers with minutia such as how photographers were to shoot each room in a house, e.g., to
3 shoot level so vertical lines were 90 degrees to the floor, to shoot wide, between 16-18 mm, to
4 include 3 walls in all shots, the height of the camera on a tripod, and to capture surface tops, etc.
5 For bathrooms Defendants mandated that toilet lids be closed for all shots. Defendants instructed
6 photographers when to use drones for image captures, and the height of the drone from the ground
7 when such was used. Defendants went so far as to dictate the color of the sky in all photos.

8 10. Defendants reviewed all photographs, and, if the photographs did not meet
9 Defendants' specific requirements, Defendants rejected the photographs and instructed
10 photographers to retake the photographs. Defendants had specific editing requirements and
11 required photographers to do all the editing, forbidding photographers from outsourcing any
12 editing. Defendants audited the photographs submitted to assure the photographs complied with all
13 of Defendants' requirements. The audits included minute details such as was the camera lens clean
14 or clear. The feedback photographers received through the Audits included pages of critiques and
15 instructions to redo photographs, including requests as granular as to "get closer to subjects".
16 Defendants evaluated photographers on a points system, i.e., assigning points to each type of task
17 assigned. Defendants judged photographers on whether the photographers met the metrics, which
18 were based both on production scores, namely the number of photographs accepted, and quality
19 scores, meaning did the photographs meet the specifications set by Defendants.

20 11. Defendants also controlled photographers' work day. Defendants mandated when
21 photographs would be submitted, i.e., the same day of the shot. Defendants set the hours
22 photographers worked, i.e., when photographers should start and end work and be at any location.
23 Defendants provided photographers production priorities, i.e., what types of photographs to take
24 and how many, provided examples of ideal daily and weekly schedules, i.e., 15-30 minutes for
25 morning meetings, 30-45 minutes for media manager activities, 6 hours for taking photographs in
26 assigned neighborhoods, and 1 hour for editing and uploading photographs. Defendants also
27 required photographers to clock in and out for work, keeping track of when photographers started
28 and ended their work day. Defendants mandated tasks photographers had to complete at the end of

1 each day. Defendants specifically instructed photographers that if they needed to take a break for
2 an appointment, that the photographer needed to clock out and/or use PTO for that time.

3 12. Defendants also set photographers' dress code, describing the clothes worn as a
4 uniform, and mandating the uniform be kept clean, ironed, and presentable. Defendants prohibited
5 photographers from wearing jeans or certain shorts, dictated the type of shoes that could be worn,
6 mandated that shirts be tucked in and prohibited photographers from wearing clothes with any rips
7 or stains. Defendants did not allow photographers to chew gum, smoke or vape, wear headphones
8 or earbuds, eat or drink on any site, or accept any personal phone calls when on sites.

9 13. Given Defendants set all the parameters for the photographs taken, down to the most
10 minute and granular level, and controlled photographers' work day, Plaintiff and similarly situated
11 photographers did not exercise any discretion and/or independent judgment. The photographers did
12 not supervise any employees or have any involvement in the management of the business or in any
13 way assist in the running of the business.

14 14. Even though Defendants strictly controlled every aspect of photographers work day,
15 Defendants classified Plaintiff, and all similarly situated photographers, as exempt employees.
16 Given this classification, which Plaintiff asserts was erroneous, Defendants did not pay Plaintiff, or
17 similarly situated photographers, for any overtime compensation, even though the photographers
18 routinely worked in excess of 8 hours a day. Defendants also did not take any action to make rest
19 breaks available to Plaintiff, or similarly situated photographers, or furnish meal breaks to the
20 photographers. Defendants also did not pay Plaintiff, or similarly situated photographers, any
21 additional compensation for missed rest or meal breaks.

22 15. Plaintiff contends that he, and other similarly situated photographers, regularly
23 worked in excess of 8 hours a day and were not provided rest or meal breaks. Plaintiff further
24 contends that because of Defendants' misclassification of the photographers as exempt employees,
25 Defendants failed to pay him and other aggrieved photographers for all time worked, i.e., for
26 overtime worked and for missed rest and meal breaks, that Defendants failed to pay all regular and
27 overtime wages due in violation of Labor Code sections 201-202, 226.7, 510, 512, and 1194.
28 Plaintiff further contends that the wage statements Defendants issued to him and to other

1 photographers did not comply with Labor Code sections 226 and 1174 because they did not list all
2 regular and overtime hours worked, all compensation for hours worked, and all compensation due
3 for missed rest and meal breaks. Defendants also violated California Labor Code section 226 by
4 failing to provide wage statements and instead only making the wage statements available online.
5 As Defendants' actions were willful, Plaintiff, and those similarly situated photographers, are also
6 entitled to recover waiting time penalties under California Labor Code section 203.

7 **CLASS ALLEGATIONS**

8 16. Plaintiff is, and at all relevant times was, a resident of the State of California.
9 Plaintiff sues on behalf of himself and all similarly situated real estate photographers employed by
10 Defendants in California during the four years preceding the filing of this complaint to the present.

11 17. Because Defendants failed to provide Plaintiff, in his employment with Defendant
12 as a real estate photographer, payment for all hours worked, for all wages when due, for missed
13 rest and meal breaks, and accurate itemized wage statements, Plaintiff's claims are typical of those
14 of the proposed class members.

15 18. Plaintiff will fairly and adequately represent and protect the interests of the
16 members of the proposed class in that he has no disabling conflict of interest that would be
17 antagonistic to those of the other members of the proposed class. Plaintiff retained counsel who
18 are competent and experienced in the prosecution of class action wage and hour violations.

19 19. This action seeks relief on behalf of a class comprised of persons in the employ of
20 Defendants in California as real estate photographers within four years preceding the filing of the
21 action to the present ("the Class").

22 20. The Class is sufficiently numerous, consisting of more than 30 individuals but
23 fewer than 100, geographically dispersed throughout California, such that the joinder of all Class
24 Members in one action is impracticable, and the disposition of whose claims in a class action will
25 provide substantial benefits to both the parties and the Court.

26 21. There is a well-defined community of interest in the questions of law and fact
27 involved affecting the parties to be represented. The questions of law and fact common to the
28

1 Class predominate over questions that may affect individual Class Members, including but not
2 limited to the following:

- 3 a. Whether Defendants implemented and engaged in a systematic practice
4 whereby Defendants unlawfully failed to pay all earned regular and
5 overtime pay to employees;
- 6 b. Whether Defendants implemented and engaged in a systematic practice
7 whereby Defendants unlawfully failed to pay all wages due to employees
8 upon termination;
- 9 c. Whether Defendants implemented and engaged in a systematic practice
10 whereby Defendants unlawfully failed to provide meal periods to
11 employees as required by law and failed to pay employees compensation for
12 the lack of meal periods;
- 13 d. Whether Defendants implemented and engaged in a systematic practice
14 whereby Defendants unlawfully failed to provide rest periods to employees
15 as required by law and failed to pay employees compensation for the lack of
16 rest periods;
- 17 e. Whether Defendants implemented and engaged in a systematic practice
18 whereby Defendants failed to provide accurate wage statements to
19 employees;
- 20 f. Whether the systematic acts and practices of Defendants as alleged herein
21 violated, inter alia, applicable provisions of the California Labor Code,
22 including but not limited to sections 201, 203, 226, 226.7, 510, 512, 1174,
23 1194, and 2698, applicable Industrial Welfare Commission Orders, and
24 California Business & Professions Code section 17200, et seq.

25 22. Because Plaintiff worked regular and overtime hours on a regular basis for which
26 he was not compensated, and was routinely required to work without meal or rest periods, for
27 which Plaintiff was not properly compensated, did not receive all wages due on termination, and
28 failed to receive timely and accurate wage statements, Plaintiff asserts claims that are typical of

1 the claims of the Class.

2 23. Plaintiff and the members of the Class all similarly suffered irreparable harm and
3 damages as a result of Defendants' unlawful and wrongful conduct, including but not limited to
4 Defendants' systematic failure to pay regular and overtime wages, systematic failure to pay all
5 wages due on termination of employment, systematic failure to provide meal and rest periods and
6 compensation for work without meal and periods, and systematic practice of failing to furnish
7 accurate wage statements. Because the hours worked by Defendants' employees and Class
8 Members follow common patterns, all of which are reflected in the records possessed by
9 Defendants, this action will provide substantial benefits to both. Absent this action, Defendants'
10 unlawful conduct will continue unremedied and uncorrected.

11 **FIRST CAUSE OF ACTION**

12 **(Failure to Pay Wages When Due in Violation of Cal. Lab. Code §§ 201-204)**

13 24. Plaintiff and proposed Class Members incorporate by reference the allegations
14 contained the foregoing paragraphs of this complaint as if fully set forth herein.

15 25. During the relevant period, Defendants failed to pay Plaintiff and proposed Class
16 Members for all hours worked, including those hours worked in excess of 8 hours a day and 40
17 hours a week. Defendants' failure to pay for all time worked violated Labor Code sections 201-
18 204.

19 26. During the relevant time period, the employment of numerous proposed Class
20 Members with Defendants ended. Defendants did not pay these proposed Class Members all
21 wages due either immediately upon termination or within seventy-two hours of resignation, and
22 failed to pay those sums for up to thirty days thereafter, in violation of California Labor Code
23 sections 203. Defendants' actions were willful and therefore violate California Labor Code
24 section 203 in that Defendants knew or should have known wages were due to proposed Class
25 Members, but Defendants failed to pay them. These violations give rise to civil penalties,
26 pursuant to California Labor Code section 203. Plaintiff and proposed Class Members are
27 therefore entitled to the relief requested below.

27. Pursuant to California Labor Code section 218.6, and Civil Code section 3287, Plaintiff and proposed Class Members seek recovery of pre-judgment interest on all amounts recovered herein. Pursuant to California Labor Code section 218.5, Plaintiff and proposed class members request that the Court award reasonable attorneys' fees and costs incurred by them in this action.

SECOND CAUSE OF ACTION

(Failure to Pay Regular/Overtime Wages In Violation of Labor Code Sections 510 and 1194)

28. Plaintiff and proposed Class Members incorporate by reference the allegations contained the foregoing paragraphs of this complaint as if fully set forth herein.

29. During all relevant periods, Defendants did not pay Plaintiff and proposed Class Members for all hours worked, including those hours worked in excess of 8 hours a day and 40 hours a week. Because Defendants did not pay for this time, Defendants did not compensate Plaintiff and proposed Class Members for all time worked in excess of 8 hours per day and 40 hours per week, and therefore did not pay all overtime and double time compensation owed or at the proper rate of pay. This failure violated both the California Labor Code, sections 510 and 1194, and the pertinent Industrial Welfare Commission Wage Orders, which requires employers pay employees for all hours worked and that all work performed by an employee in excess of 8 hours per day and 40 hours per week be compensated at no less than one and one-half times the employee's regular rate of pay.

30. In addition, although Defendants routinely paid Plaintiff and proposed Class Members non-discretionary bonuses, Defendants did not include this additional compensation when calculating the regular rate of pay when determining overtime and/or double time. This too violated California Labor Code sections 510 and 1194 in that Defendants failed to pay Plaintiff and proposed Class Members overtime and double time at the proper rate. These failures resulted in Defendants failing to provide Plaintiff and proposed Class Members accurate wage statements as required by California Labor Code section 226, as the wage statements did not list all hours worked, the appropriate rate of pay, or all net and gross wages earned and due. Plaintiff and proposed Class Members are entitled to recover their unpaid regular and overtime compensation

1 and penalties arising therefrom. Plaintiff, and those he seeks to represent, are also entitled to
2 recover liquidated damages as provided by California Labor Code section 1194.2(a).

3 31. Pursuant to California Labor Code section 218.6, and Civil Code section 3287,
4 Plaintiff and proposed Class Members seek recovery of pre-judgment interest on all amounts
5 recovered herein. Pursuant to California Labor Code sections 226, 510 and 1194, Plaintiff and
6 proposed Class Members request that the Court award reasonable attorneys' fees and costs
7 incurred by them in this action.

8 **THIRD CAUSE OF ACTION**

9 **(Failure to Provide Meal Periods or Provide Compensation for Missed Meal Periods** 10 **In Violation of California Labor Code §§ 226.7 and 512).**

11 32. Plaintiff and proposed Class Members incorporate by reference the allegations
12 contained the foregoing paragraphs of this complaint as if fully set forth herein.

13 33. Pursuant to California Labor Code section 226.7(c) "[i]f an employer fails to
14 provide an employee a meal or rest or recovery period...the employer shall pay the employee one
15 additional hour of pay at the employee's regular rate of compensation for each workday that the
16 meal or rest or recovery period is not provided."

17 34. Pursuant to California Labor Code section 512(a), an "employer may not employ
18 an employee for a work period of more than five hours per day without providing the employee
19 with a meal period of not less than 30 minutes, except that if the total work period per day of the
20 employee is no more than six hours..."

21 35. Given Defendants misclassified Plaintiff and the other real estate photographers as
22 exempt employees, Defendant took no action to provide Plaintiff or the proposed Class Members
23 with compliant meal breaks. Due to the schedule assigned by Defendants, Plaintiff and the
24 proposed Class Members regularly were not provided meal breaks. As such, to Plaintiffs'
25 knowledge, Defendants' records do not reflect any meal breaks taken.

26 36. Defendant failed to pay Plaintiffs, and proposed Class Members, one additional
27 hour of pay at Plaintiffs, and proposed Class Member's, regular rate of compensation for each
28 workday that Defendant failed to provide meal periods, in violation of California Labor Code

1 section 226.7. To Plaintiff's knowledge, Defendant never paid an additional hour of
2 compensation for missed meal periods and Defendant also did not properly calculate the
3 additional compensation, as it did not include all compensation earned in the calculation of the
4 additional hour of compensation.

5 37. As a result of these failures, Plaintiff, and proposed Class Members, are entitled to
6 recover the additional hour of compensation for missed meal breaks as set forth in California
7 Labor Code sections 226.7(c) and pre-judgment interest on all amounts recovered for unpaid meal
8 periods as set forth in California Labor Code section 218.6, and Civil Code section 3287. Pursuant
9 to Labor Code section 218.5, Plaintiff, and those he seeks to represent, are also entitled to recover
10 attorneys' fees and costs incurred by them to bring this action.

11 **FOURTH CAUSE OF ACTION**

12 **(Failure to Authorize, Permit and/or Make Available Rest Periods** 13 **in Violation of California Labor Code §§ 226.7 and Applicable IWC Wage Orders)**

14 38. Plaintiff and proposed Class Members incorporate by reference the allegations
15 contained in the foregoing paragraphs as if fully set forth herein.

16 39. California Labor Code section 226.7 and the applicable IWC Wage Orders require
17 Defendant to authorize, permit, and/or make available timely and compliant rest periods to its
18 employees. Per applicable IWC Wage Orders, "Every employer shall authorize and permit all
19 employees to take rest periods, which insofar as practicable shall be in the middle of each work
20 period. The authorized rest period time shall be based on the total hours worked daily at the rate
21 of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest
22 period need not be authorized for employees whose total daily work time is less than three and
23 one-half (3½) hours."

24 40. Under Labor Code § 226.7 (b) and applicable Wage Orders, an employer who fails
25 to authorize and permit a required rest period must, as compensation, pay the employee one hour
26 of pay at the employee's regular rate of compensation for each workday that the rest period was
27 not authorized or permitted.

28

1 41. Despite these requirements, because Defendants misclassified Plaintiff and the
2 other real estate photographers, Defendants knowingly and willfully refused to perform its
3 obligations to authorize and permit Plaintiff and proposed Class Members to take timely and
4 compliant off-duty rest breaks to which they are and were entitled. Given the number of
5 assignments Defendants assigns real estate photographers, Plaintiff and proposed Class Members
6 were routinely unable to take rest breaks and therefore denied their required rest periods.

7 42. Pursuant to Labor Code sections 218.6, and Civil Code section 3287, Plaintiff, and
8 those he seeks to represent, are entitled to recover pre-judgment interest on all amounts of unpaid
9 wages recovered. Pursuant to Labor Code section 218.5, Plaintiff, and those he seeks to represent,
10 are also entitled to recover attorneys' fees and costs incurred by them to bring this action.

11 **FIFTH CAUSE OF ACTION**

12 **(Wage Statement Violations: Cal. Lab. Code § 226)**

13 43. Plaintiff and proposed Class Members incorporate by reference the allegations
14 contained in the foregoing paragraphs of this complaint as if fully set forth herein.

15 44. During the relevant time period, Defendants failed to furnish accurate itemized
16 wage statements to Plaintiff and proposed Class Members, containing information as required by
17 California Labor Code sections 226(a)(1) gross wages earned, (2) total hours worked, and (5) net
18 wages earned. Given Defendants failed to pay Plaintiff and those he seeks to represent for all
19 hours worked, and failed to properly calculate the regular rate of pay and overtime compensation,
20 and/or the additional hour for missed breaks, Defendants also violated California Labor Code
21 section 226(a)(9) in that the wage statements reflected improper rates of pay. These failures
22 caused Plaintiff and proposed Class Members to suffer injury as defined by California Labor Code
23 section 226(e)(2)(B)(i). Defendants also failed to actually provide wage statements, but rather
24 only made the statements available on the internet and also failed to provide reimbursement, or a
25 record of reimbursements, on the wage statements.

26 45. As a result of Defendants' failures, Plaintiff and proposed Class Members are
27 entitled to recover the damages and penalties and attorneys' fees as set forth in California Labor
28 Code section 226(e)(1).

46. Plaintiff also seeks penalties for Defendants' violations of California Labor Code section 226(a)(1), (2), (5), and (9) pursuant to California Labor Code sections 2699.3 and 2699.5, and attorneys' fees pursuant to sections 226(e)(1) and 2699(k)(1). Plaintiff and proposed class members are therefore entitled to the relief requested below.

SIXTH CAUSE OF ACTION

(Unlawful, Unfair And Fraudulent Business Practices Pursuant

To Business & Professions Code § 17200, et seq.)

47. Plaintiff and proposed Class Members incorporate by reference the allegations contained in the foregoing paragraphs of this complaint as if fully set forth herein.

48. Business & Professions Code section 17200, et seq., prohibits acts of unfair competition, defined as an “unlawful, unfair, or fraudulent business act or practice.”

49. The policies, acts and practices heretofore described were and are unlawful business acts or practices because Defendants' failure to pay for all regular and overtime hours worked, failure to properly calculate the regular rate of pay and therefore inaccurately calculated overtime compensation, failure to provide and/or make available rest and meal breaks and/or pay the additional hour of compensation for missed rest and meal breaks, and failure to provide accurate wage statements as required by law violates applicable Labor Code sections, including but not limited to Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, and 1194, applicable Industrial Welfare Commission Wage Orders, and other provisions of California common and/or statutory law. Plaintiff reserves the right to allege additional statutory and common law violations by Defendants. Such conduct is ongoing to this date.

50. Further, the policies, acts or practices described herein were and are an unfair business act or practice because any justifications for Defendants' illegal and wrongful conduct were and are vastly outweighed by the harm such conduct caused to Plaintiff, proposed Class Members, and the members of the general public. Such conduct is ongoing to this date.

51. As a result of its unlawful and/or unfair and/or fraudulent acts, Defendants reaped and continues to reap unfair benefits and illegal profits at the expense of Plaintiff and proposed Class Members. Defendants should be made to disgorge ill-gotten gains and provide restitution to

1 proposed Class Members and Plaintiff for the wrongfully withheld wages pursuant to Business
2 and Professions Code section 17203.

3 52. Accordingly, Plaintiff and the proposed Class Members respectfully request that
4 the Court award judgment and relief in their favor, to provide restitution, and other types of
5 equitable relief.

6 **PRAYER FOR RELIEF**

7 WHEREFORE Plaintiff prays for judgment and relief as follows:

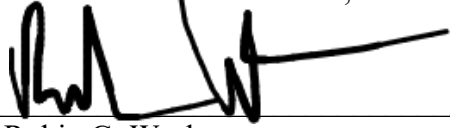
- 8 1. An order certifying that the action may be maintained as a class action;
9 2. Compensatory and statutory damages, penalties, and restitution, as appropriate and
10 available under each cause of action, in an amount to be proven at trial based on, inter alia, the
11 unpaid balance of compensation Defendants owe;
12 3. Reasonable attorneys' fees pursuant to California Labor Code sections 218.5, 226
13 and 1194;
14 4. Costs of this suit;
15 5. Pre- and post-judgment interest; and
16 6. Such other and further relief as the Court deems just and proper.

17 **JURY DEMAND**

18 Plaintiff hereby demands a trial by jury.
19
20

21 Date: April 29, 2026

WORKMAN LAW FIRM, PC

22
23 By: 

Robin G. Workman

*Attorneys for Plaintiff Derrick Harcvey and
all others similarly situated*