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Sacramento
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By _____, Deputy
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behalf of himself and all others similarly situated
and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO

KENTON SAMUELS, on behalf of himself
and all others similarly situated, and on
behalf of the general public,

Plaintiff,

v.

WIS INTERNATIONAL, INC.; CHI
MANAGEMENT GROUP LP;
CROSSMARK, INC.; and DOES 1-100,

Defendants.

Case No.

**PLAINTIFF KENTON SAMUELS'S PAGA
COMPLAINT**

1. Violation of the Private Attorney General Act of 2004 (PAGA) for Failure to Pay Straight, Regular Rate Wages for All Work Performed (Cal. Lab. Code § 2698, et. seq.)
2. Violation of the PAGA for Failure to Pay All Overtime Wages (Cal. Lab. Code § 2698, et. seq.)
3. Violation of PAGA for Failure to Provide Meal Periods (Cal. Lab. Code § 2698, et. seq.)
4. Violation of PAGA for Failure to Provide Rest Periods (Cal. Lab. Code § 2698, et. seq.)
5. Violation of PAGA for Failure to Pay Wages Due at Termination and During Employment (Cal. Lab. Code § 2698, et. seq.)
6. Violation of PAGA for Knowing and Intentional Failure to Comply with Itemized Employee Wage Statements (Cal. Lab. Code § 2698, et. seq.)
7. Violation of PAGA for Failure to Pay Employees Two Times Per Month (Cal. Lab. Code § 2698, et. seq.)
8. Violation of PAGA for Failure to Reimburse Business Expenses Incurred in Discharging Duties (Cal. Lab. Code § 2698, et. seq.)

DEMAND FOR JURY TRIAL

BY FAX

1 Plaintiff KENTON SAMUELS (hereinafter “Plaintiff”), on behalf himself and all other
2 similarly aggrieved employees (hereinafter “aggrieved employees”), files this Complaint against
3 Defendants WIS International, Inc., CHI Management Group LP, and CROSSMARK, Inc.
4 (hereinafter “Defendants”) and/or DOES 1-100.

5 **I. INTRODUCTION**

6 1. This is a representative action seeking recovery of penalties under the California Labor Code
7 Private Attorney General Act of 2004 (PAGA), California Labor Code § 2698 *et. seq.*, against
8 Defendants and/or DOES 1-100. The PAGA permits an “aggrieved employee” to bring a
9 lawsuit on behalf of himself and other current and former employees to address an employer’s
10 violations of the *California Labor Code*.

11 2. This action is brought on behalf of Plaintiff and all other aggrieved employees of Defendants
12 and/or DOES who: worked a shift of at least five (5) hours without receiving a meal period;
13 worked four (4) hours, or a major fraction thereof, without receiving a ten (10) minute net rest
14 break; worked qualifying shifts without receiving second meal periods and second and third
15 rest breaks; were not provided accurate itemized wage statements; were not paid all wages
16 owed twice per month; were not paid compensation for all time worked at the straight,
17 overtime, or double time rate; were not paid waiting time penalties; and were not reimbursed
18 for business expenses. Plaintiff seeks penalties on behalf of himself and all other aggrieved
19 employees of Defendants and/or DOES as provided herein. This Complaint also seeks
20 attorneys’ fees and costs under the PAGA, Cal. Lab. Code § 2699(g)(1).

21 3. At all times mentioned herein, Plaintiff and the other aggrieved employees were not classified
22 as “Exempt” or primarily employed in an executive, professional, or administrative capacity.
23 Thus, under California law, Plaintiff and the aggrieved employees should be: provided meal
24 periods; authorized and permitted to take rest periods; paid one hour of premium pay for all
25 unprovided meal periods; paid one hour of premium pay for all rest periods that were not
26 authorized and/or permitted; paid penalties for not being provided itemized wage statements;
27 paid compensation for all time worked at the regular, overtime or double time rate; paid all
28 wages owed twice per month; paid penalties for not being paid timely at the time of

1 termination; and not reimbursed for business expenses.

- 2 4. At all times mentioned herein, Defendants and/or DOES controlled the working conditions of
3 Plaintiff and the aggrieved employees including, but not limited to, having the authority to hire
4 and fire Plaintiff and the other aggrieved employees, setting the wages of Plaintiff and the other
5 aggrieved employees, and instructing Plaintiff and the other aggrieved employees when and/or
6 where to work. In addition, Defendants and/or DOES developed, wrote, dictated, approved
7 and/or authorized wage and hour policies and/or practices that Plaintiff and the aggrieved
8 employees labored under. These policies and/or practices included, but were not limited to,
9 policies and/or practices regarding meal periods, straight time, overtime, double time, rest
10 periods, wage statements, paying compensation at time of termination, timing of payment, and
11 business expense reimbursement. Further, Defendants and/or DOES had the ability to prevent
12 Plaintiff and the other aggrieved employees from working.

13 **II. JURISDICTION AND VENUE**

- 14 5. Plaintiff is an individual residing in California. Plaintiff was employed by Defendants and/or
15 DOES in California. Plaintiff, and each of the aggrieved employees, were employees of
16 Defendants and/or DOES, and/or its operating divisions and subsidiaries, within the State of
17 California. Plaintiff and each of the aggrieved employees were subject to the unlawful policies
18 beginning one (1) year prior to the date Plaintiff sent Notice to the State of California Labor
19 and Workforce Development Agency (LWDA).
- 20 6. Venue as to each Defendant and/or DOE is proper in this judicial district. Each Defendant
21 and/or DOE operates facilities, employs hourly employees, conducts business, and commits
22 *California Labor Code* violations within Sacramento County and California. Each Defendant
23 and/or DOE is within the jurisdiction of this Court for service of process purposes. The
24 unlawful acts alleged herein have a direct effect on Plaintiff and the other aggrieved employees
25 situated within the State of California and within Sacramento County. Defendants and/or
26 DOES employ numerous aggrieved employees in California and/or Sacramento County.
- 27 7. Plaintiff brings this action on behalf of himself and the other aggrieved employees of
28 Defendants and/or DOES pursuant to the PAGA. Plaintiff, as personal representatives of the

1 general public, will and does seek to recover any and all penalties for each and every violation
2 shown to exist or to have occurred during the one (1) year period before Plaintiff filed Notice
3 with the LWDA of his intent to bring this action, in an amount according to proof, as to those
4 penalties that are otherwise only available to public agency enforcement actions. Funds
5 recovered will be distributed in accordance with the PAGA, with at least seventy-five (75)
6 percent of the penalties recovered being reimbursed to the State of California and the LWDA.

7 8. There is no federal question at issue as the issues herein are based solely upon California
8 statutes and law, including the *California Labor Code*, *IWC Wage Orders*, *Code of Civil*
9 *Procedure*, and *Civil Code*.

10 9. The California Superior Court also has jurisdiction in this matter because the penalties sought
11 exceed the minimum jurisdictional limits of the Superior Court and will be established at trial,
12 according to proof. Defendants and/or DOES either own, maintain offices, transact business,
13 have an agent or agents, have their principal place of business in, and/or otherwise are found
14 within the County of Sacramento, California.

15 **III. THE PARTIES**

16 **A. Plaintiff**

17 10. Plaintiff, a former employee of Defendants and/or DOES, and similar aggrieved employees
18 were and are entitled to statutory meal periods, statutory rest periods, accurate itemized wage
19 statements, payment of wages owed twice a month, compensation for all time worked at the
20 regular, overtime, and doubletime rate, to be paid timely pursuant to California law, to receive
21 timely wages at the time of termination, and to be reimbursed for business expenses.

22 11. Plaintiff and similar aggrieved employees were and are employed in the State of California by
23 the Defendants and/or DOES as non-exempt hourly employees during the relevant time period.
24 Plaintiff was employed in a non-exempt capacity.

25 12. A notice correspondence showing compliance with *Cal. Lab. Code* § 2699.3 was sent to the
26 LWDA and Defendants on October 31, 2023. This notice demonstrates that Plaintiff is an
27 aggrieved employee and has standing to bring a representative action on behalf of the LWDA
28 and as a private attorney general. No notice of cure by Defendants and/or DOES was provided

and no notice of investigation was received from the LWDA in the statutorily proscribed sixty-five (65) day period since the mailing of the notice of the action. Accordingly, Plaintiff files this action as a “Representative Action” as authorized by *Cal. Lab. Code* § 2699.3(a)(2)(C).

B. Defendants

13. Defendants and/or DOES operate throughout the State of California and employ non-exempt, hourly employees to serve Defendants’ and/or DOES’ customers with retail and manufacturing services, such as inventory and merchandising.

14. Defendants’ and/or DOES’ principal place of business was/is in the State of California.

15. Defendants and/or DOES have numerous offices and/or contracts in the State of California.

16. California is the nerve center of Defendants’ and/or DOES’ operations.

17. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in the conduct alleged, of the Defendants sued as DOES 1 through 100, inclusive, but on information and belief alleges that said Defendants are now, and/or at all times mentioned in this Complaint were doing business in the State of California and/or throughout the United States. Plaintiff is informed and believes that each of the Defendants designated as a DOE is legally responsible in some manner for the unlawful acts alleged. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE Defendants when ascertained.

18. Plaintiff is informed and believes each Defendant acted, in whole or in part, in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants as each Defendant has ratified, approved, and/or authorized the acts of each of the remaining Defendants.

19. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 100 are partners, agents, owners, and/or shareholders of Defendants and/or DOES and were acting on behalf of Defendants and/or DOES at all times.

IV. GENERAL ALLEGATIONS

20. During all, or a portion, of the one (1) year period before Plaintiff filed Notice of his claims with the LWDA, Plaintiff and each of the aggrieved employees were employed by Defendants

1 and/or DOES in the State of California. Plaintiff and the other aggrieved employees are
2 composed of all non-exempt hourly employees of Defendants and/or DOES in the State of
3 California.

4 21. At all times mentioned herein, Defendants and/or DOES knew and/or should have known that
5 Plaintiff and the aggrieved employees were entitled to be paid for all hours worked at the
6 minimum, regular, overtime, and/or doubletime rate of pay.

7 22. At all times mentioned herein, Defendants and/or DOES knew and/or should have known that
8 Plaintiff and the aggrieved employees were entitled to be provided legally compliant meal
9 periods in a timely manner or payment of one hour of pay as additional compensation at
10 Plaintiff's and the aggrieved employees' regular rate of pay when they did not receive a timely,
11 uninterrupted meal period.

12 23. By failing to provide a duty-free meal period of not less than thirty (30) minutes for every shift
13 of at least five (5) hours worked per day by Plaintiff and all aggrieved employees, and by
14 failing to provide compensation for these unprovided meal periods, Defendants and/or DOES
15 willfully violated the provisions of *Cal. Lab. Code* § 226.7, IWC Wage Order No. 1-2001, and
16 California Code of Regulations, Section 11070(11). In addition, Defendants and/or DOES
17 failed to provide Plaintiff and the other aggrieved employees another duty-free meal period of
18 not less than thirty (30) minutes for every shift of more than ten (10) hours per day.

19 24. At all times mentioned herein, Defendants and/or DOES knew and/or should have known that
20 Plaintiff and the aggrieved employees were entitled to be authorized and/or permitted to take
21 legally compliant rest periods in a timely manner or payment of one hour of pay as additional
22 compensation at Plaintiff's and the aggrieved employees' regular rate of pay when they were
23 not authorized and/or permitted to take a legally compliant rest period.

24 25. By failing to provide paid ten (10) minute rest periods for every four (4) hours or major fraction
25 thereof, worked per day by Plaintiff and all aggrieved employees and by failing to provide
26 compensation for these periods, Defendants and/or DOES willfully violated the provisions of
27 *Cal. Lab. Code* § 226.7, IWC Wage Order No. 1-2001, and California Code of Regulations,
28 Section 11070(12).

- 1 26. At all times mentioned herein, Defendants and/or DOES failed to pay all wages owed to
2 Plaintiff and to other terminated or resigned members of the aggrieved employees and failed
3 to timely pay wages during employment.
- 4 27. At all times mentioned herein, Defendants and/or DOES failed to pay Plaintiff and the
5 aggrieved employees all wages earned twice per month.
- 6 28. At all times mentioned herein, Defendants and/or DOES knew and/or should have known that
7 Plaintiff and the aggrieved employees were entitled to receive complete and accurate pay
8 statements in accordance with California law.
- 9 29. At all times mentioned herein, Defendants and/or DOES knew and/or should have known that
10 they were not providing complete and accurate pay statements in accordance with California
11 law to Plaintiff and the aggrieved employees.
- 12 30. At all times mentioned herein, Defendants and/or DOES knew and/or should have known that
13 they had a duty to compensate Plaintiff and the other aggrieved employees in accordance with
14 California law, and that Defendants and DOES had the ability to pay such compensation, but
15 willfully and intentionally failed to do so, and Defendants and DOES falsely represented to
16 Plaintiff and the other aggrieved employees that they were properly compensating Plaintiff and
17 the other aggrieved employees.
- 18 31. At all times mentioned herein, Defendants and/or DOES knew and/or should have known that
19 Plaintiff and the other aggrieved employees were entitled to timely wages at the time of
20 termination. Defendants and/or DOES did not pay all timely wages owed, straight-time wages
21 owed, meal period premiums, and/or rest period premiums owed at the time of termination.
- 22 32. At all times mentioned herein, Defendants and/or DOES failed to pay Plaintiff and the other
23 aggrieved employees a sum certain at the time of termination or within seventy-two (72) hours
24 of their resignation, and have failed to pay those sums for thirty (30) days thereafter.
- 25 33. At all times mentioned herein, Defendants and/or DOES knew and/or should have known that
26 Plaintiff and the aggrieved employees were entitled to receive be reimbursed for business
27 expenses in accordance with California law.
- 28 34. Plaintiff brings this action on behalf of himself and all other aggrieved employees defined as

all non-exempt hourly employees of Defendants and/or DOES in California, employed beginning one year prior to the date Plaintiff sent Notice to the LWDA.

35. Plaintiff reserves the right to amend or modify the definition of aggrieved employees with respect to the issues or in any other way.

FIRST CAUSE OF ACTION AGAINST DEFENDANTS AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Pay Straight, Regular Rate Wages for All Work Performed (Cal. Lab. Code §2698 et. seq.).

36. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

37. It is fundamental that an employer must pay its employees for the time worked. Cal. Lab. Code § 222 prohibits the withholding on part of a wage. Cal. Lab. Code § 223 prohibits the pay of less than a statutory or contractual wage scale. Cal. Lab. Code §§ 1194-1197.1 prohibits the payment of less than the minimum wage. Cal. Lab. Code § 224 only permits deductions from wages when the employer is required or empowered to do so by state or federal law or when the deduction is expressly authorized in writing by the employee for specified purposes that do not in effect reduce the agreed upon wage.

38. Section 1197.1 of the California Labor Code states “[a]ny employer or other person acting individually as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties pursuant to Section 203.”

39. Defendants and/or DOES have a continuous policy of not paying Plaintiff and the aggrieved employees for all hours worked. Specifically, Defendants and/or DOES have a continuous and consistent policy of requiring employees to work before clocking in, after clocking out, and during meal periods. Plaintiff and the aggrieved employees are not paid for this time.

40. For example, Defendants and/or DOES have a continuous policy or practice that instructs Plaintiff and the aggrieved employees to start recording their time worked for the day when they arrive at their first work location, and to stop recording their time when they leave their

1 last work location. However, Plaintiff and the aggrieved employees start their workday by
2 logging into applications on their personal cell phones to determine where they are going and
3 what they are doing that day. Plaintiff and the aggrieved employees are not compensated for
4 this time. Further, Plaintiff and the aggrieved employees are not paid for the time it takes them
5 to drive both to the first work location of the day and after finishing their tasks at the last work
6 location of the day. Additionally, Defendants and/or DOES require Plaintiff and the aggrieved
7 employees to take surveys and note expenses at the end of the week, but fail to compensate
8 them for this time.

9 41. Furthermore, when Plaintiff and the aggrieved employees are able to take meal periods,
10 Plaintiff and the aggrieved employees are not relieved of all duties and/or employer control
11 during their meal periods. Specifically, Plaintiff and the aggrieved employees worked through
12 their meal periods to satisfy their demanding work duties imposed by Defendants and/or
13 DOES, thereby denying them the right to be completely free from employer control under
14 California law. Plaintiff and the aggrieved employees are informed and believe and thereon
15 allege that Defendants and/or DOES breached the legal duty to pay for all hours worked by
16 failing to pay Plaintiff and similarly aggrieved employees for meal period time when Plaintiff
17 and the aggrieved employees were not relieved of all duties and/or employer control.

18 42. Defendants and/or DOES also fail to keep accurate time records of Plaintiff's and the aggrieved
19 employees' time as a result of its continuous policies or practices of not paying them for all
20 hours worked. As noted above, these policies or practices instruct Plaintiff and the aggrieved
21 employees to start recording their time worked for the day when they arrive at their first work
22 location, and to stop recording their time when they leave their last work location, as well as
23 fail to relieve Plaintiff and the aggrieved employees of all Plaintiff and the aggrieved
24 employees. As a result, Defendants' and/or DOES' time records do not contain any record of
25 the time Plaintiff and the aggrieved employees spent working before clocking in, after clocking
26 out, and during meal periods.

27 43. Plaintiff and the aggrieved employees are informed and believe and thereon allege that
28 Defendants and/or DOES breached the legal duty to pay full wages to Plaintiff by failing to

1 pay Plaintiff and similarly aggrieved employees for meal period time when Plaintiff and the
2 aggrieved employees were not relieved of all duties and/or employer control.

3 44. Defendants and/or DOES committed the acts alleged herein knowingly and willfully, with the
4 wrongful and deliberate intention of injuring Plaintiff and the aggrieved employees.
5 Defendants and/or DOES acted with malice or in conscious disregard of Plaintiff's and the
6 aggrieved employees' rights.

7 45. Plaintiff and the aggrieved employees have suffered, and continue to suffer, substantial unpaid
8 wages, and lost interest on such wages, and expenses.

9 46. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who
10 worked for Defendants and/or DOES in California.

11 47. Plaintiff, as a former non-exempt employee of Defendants and/or DOES who Defendant
12 sand/or DOES failed to pay all wages, is an aggrieved employee with standing to bring an
13 action under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the
14 general public to enforce California's labor laws, and the penalty provisions identified in *Cal.*
15 *Lab. Code* § 2699.5.

16 48. Plaintiff, as a representative of the people of the State of California, will seek any and all
17 penalties otherwise capable of being collected by the Labor Commission and/or the
18 Department of Labor Standards Enforcement (DLSE). This includes each of the following, as
19 set forth in *Cal. Lab. Code* § 2699.5, which provides that section 2699.3(a) applies to any
20 alleged violation of the following provisions: sections 510, 1194, 1197, and 1199.

21 49. Pursuant to *Cal. Lab. Code* § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself
22 and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred
23 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per *Cal.*
24 *Lab. Code* § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per
25 pay period for each subsequent violation, per *Cal. Lab. Code* § 2699(f)(2).

26 50. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved
27 employees, seeks penalties pursuant to *Cal. Lab. Code* § 558 for violations pursuant to this
28 chapter or any provisions regulating hours and days of the week of the Industrial Welfare

Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages pursuant to Cal. Lab. Code § 558(a).

SECOND CAUSE OF ACTION AGAINST DEFENDANTS AND/DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Pay All Overtime and Double time Wages Owed

51. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

52. Cal. Lab. Code § 510 states that eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.

53. Cal. Lab. Code § 510 dictates that any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

54. Defendants and/or DOES failed to pay overtime when Plaintiff and the aggrieved employees worked over eight (8) hours per day and when they worked over forty (40) hours per week.

55. Plaintiff and the aggrieved employees were deprived of wages for overtime hours worked because Defendants and/or DOES failed to pay them overtime wages for all overtime hours worked. This resulted in Plaintiff and the aggrieved employees not being paid all overtime wages owed to them.

56. Defendants and/or DOES also failed to pay Plaintiff and the aggrieved employees for all hours worked, including hours worked over eight (8) hours in a day and forty (40) hours in a week, thus depriving Plaintiff and the aggrieved employees of overtime wages.

57. Defendants and/or DOES have a continuous policy of not paying Plaintiff and the aggrieved employees for all hours worked. Specifically, Defendants and/or DOES have a continuous and consistent policy of requiring employees to work before clocking in, after clocking out, and

1 during meal periods. Plaintiff and the aggrieved employees are not paid for this time, and when
2 Plaintiff and the aggrieved employees work over eight (8) hours in a shift, these unpaid hours
3 must be compensated at an overtime rate.

4 58. For example, Defendants and/or DOES have a continuous policy or practice that instructs
5 Plaintiff and the aggrieved employees to start recording their time worked for the day when
6 they arrive at their first work location, and to stop recording their time when they leave their
7 last work location. However, Plaintiff and the aggrieved employees start their workday by
8 logging into applications on their personal cell phones to determine where they are going and
9 what they are doing that day. Plaintiff and the aggrieved employees are not compensated for
10 this time. Further, Plaintiff and the aggrieved employees are not paid for the time it takes them
11 to drive both to the first work location of the day and after finishing their tasks at the last work
12 location of the day. Additionally, Defendants and/or DOES requires Plaintiff and the aggrieved
13 employees to take surveys and note expenses at the end of the week, but fails to compensate
14 them for this time. When Plaintiff and the aggrieved employees work over eight (8) hours in a
15 shift, these unpaid hours must be compensated at an overtime rate.

16 59. Furthermore, when Plaintiff and the aggrieved employees are able to take meal periods,
17 Plaintiff and the aggrieved employees are not relieved of all duties and/or employer control
18 during their meal periods. Specifically, Plaintiff and the aggrieved employees worked through
19 their meal periods to satisfy their demanding work duties imposed by Defendants and/or
20 DOES, thereby denying them the right to be completely free from employer control under
21 California law. Plaintiff and the aggrieved employees are informed and believe and thereon
22 allege that Defendants and/or DOES breached the legal duty to pay for all hours worked by
23 failing to pay Plaintiff and similarly aggrieved employees for meal period time when Plaintiff
24 and the aggrieved employees were not relieved of all duties and/or employer control. When
25 Plaintiff and the aggrieved employees work over eight (8) hours in a shift, these unpaid hours
26 must be compensated at an overtime rate.

27 60. Defendants and/or DOES also fail to keep accurate time records of Plaintiff's and the aggrieved
28 employees' time as a result of its continuous policies or practices of not paying them for all

1 hours worked. As noted above, these policies or practices instruct Plaintiff and the aggrieved
2 employees to start recording their time worked for the day when they arrive at their first work
3 location, and to stop recording their time when they leave their last work location, as well as
4 fail to relieve Plaintiff and the aggrieved employees of all Plaintiff and the aggrieved
5 employees. As a result, Defendants' and/or DOES' time records do not contain any record of
6 the time Plaintiff and the aggrieved employees spent working before clocking in, after clocking
7 out, and during meal periods. As such, Plaintiff's and the aggrieved employees' overtime hours
8 were regularly recorded as being less than what was actually worked.

9 61. Plaintiff and the aggrieved employees have suffered, and continue to suffer, substantial unpaid
10 wages, and lost interest on such wages, and expenses.

11 62. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who
12 worked for Defendants and/or DOES in California.

13 63. Plaintiff, as a representative of the people of the State of California, will seek any and all
14 penalties otherwise capable of being collected by the Labor commission and/or the Department
15 of Labor Standards Enforcement (DLSE) for violations of Cal. Lab. Code § 510.

16 64. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself
17 and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred
18 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal.
19 Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per
20 pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

21 65. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved
22 employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this
23 chapter or any provisions regulating hours and days of the week of the Industrial Welfare
24 Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages
25 pursuant to Cal. Lab. Code § 558(a).

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THIRD CAUSE OF ACTION AGAINST DEFENDANTS AND/DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Provide Meal Periods (Cal. Lab. Code §2698 et. seq.).

66. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

67. Under Cal. Lab. Code § 512, and IWC Wage Order 1-2001, no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes. During this meal period of not less than thirty (30) minutes, the employee is to be completely free of the employer's control and must not perform any work for the employer. If the employee does perform work for the employer during the thirty (30) minute meal period, the employee has not been provided a meal period in accordance with the law. Also, the employee is to be compensated for any work performed during the thirty (30) minute meal period.

68. In addition, an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with another meal period of not less than thirty (30) minutes.

69. Under Cal. Lab. Code § 226.7, if the employer does not provide an employee a meal period in accordance with the above requirements, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

70. Defendants and/or DOES breached the legal duty to provide meal periods to employees by failing to provide employees with meal periods within the timeframes outlined by California law. Specifically, Defendants and/or DOES fail to provide Plaintiff and the aggrieved employees with meal periods within the first five (5) continuous hours of work.

71. Defendants and/or DOES breached the legal duty to provide meal periods to employees by imposing a continuous and consistent policy requiring Plaintiff and the aggrieved employees to work through their meal periods to satisfy the demanding workload duties imposed by Defendants and/or DOES, thereby denying Plaintiff and the aggrieved employees of the right

to be completely free from employer control under California law.

72. When Plaintiff and the aggrieved employees are able to take a meal period, Plaintiff and the aggrieved employees are not relieved of all duties and/or employer control during their meal periods.

73. Further, Defendants and/or DOES instituted a consistent policy/practice of not providing second meal periods to Plaintiff and all aggrieved employees and/or providing compensation in lieu thereof. Specifically, Plaintiff and the aggrieved employees are required to work shifts greater than ten (10) hours long but never received second meal periods in shifts over ten (10) hours long.

74. In addition, Defendants and/or DOES fail to keep accurate records of meal periods for Plaintiff and the aggrieved employees.

75. By failing to provide statutory first and/or second meal periods, and by failing to provide compensation for unprovided meal periods, as alleged above, Defendants and/or DOES willfully violated the provisions of the Cal. Lab. Code §§ 226.7 and 512.

76. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who worked for Defendants and/or DOES in California.

77. Plaintiff, as a non-exempt employee who unlawfully was deprived of first and second meal periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *Cal. Lab. Code* § 2699.5.

78. Plaintiff, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *Cal. Lab. Code* § 2699.5, which provides that Section 2699.3(a) applies to any alleged violation of the following provisions: sections 226.7, and 512.

79. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal. Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per

1 pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).
2 80. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved
3 employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this
4 chapter or any provisions regulating hours and days of the week of the Industrial Welfare
5 Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages
6 pursuant to Cal. Lab. Code § 558(a).

7 **FOURTH CAUSE OF ACTION AGAINST DEFENDANTS AND/OR DOES: Violation of the**
8 **Private Attorneys General Act of 2004 (PAGA) for Failure to Provide Rest Periods (Cal. Lab.**
9 **Code §2698 et. seq.).**

10 81. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
11 as if fully plead.

12 82. Industrial Welfare Commission Order No. 4-2001 section 11(A) states “[e]very employer shall
13 authorize and permit all employees to take rest periods, which insofar as practicable shall be
14 in the middle of each work week period. The authorized rest period time shall be based on the
15 total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
16 fraction thereof.”

17 83. Defendants and/or DOES have a continuous policy and practice that fails to provide Plaintiff
18 and the aggrieved employees with rest periods “at the rate of ten (10) minutes net rest time per
19 four (4) hours or major fraction thereof.” Specifically, Defendants and/or DOES do not provide
20 Plaintiff and the aggrieved employees with rest periods consisting of ten (10) minutes net rest
21 time, nor do they provide them with a rest period per four (4) hours worked or major fraction
22 thereof.

23 84. Additionally, Defendants and/or DOES breached the legal duty to provide rest periods to
24 employees by imposing a continuous and consistent policy of requiring Plaintiff and the
25 aggrieved employees to work through their rest periods to satisfy the demanding workload
26 duties imposed by Defendants and/or DOES, thereby denying Plaintiff and the aggrieved
27 employees of the right to be completely free from employer control under California law.

28 85. By failing to provide rest periods for every four (4) hours or major fraction thereof worked per

day by non-exempt employees, and by failing to provide compensation for these unprovided periods, as alleged above, Defendants and/or DOES willfully violated the provisions of Cal. Lab. Code § 226.7 and Industrial Welfare Commission Order No. 4-2001 section 11(A).

86. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who worked for Defendants and/or DOES in California.

87. Plaintiff—a non-exempt employee who was unlawfully deprived of paid ten (10) minute rest periods—is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California’s labor laws, and the penalty provisions identified in Cal. Lab. Code § 2699.5 for violations of Cal. Lab. Code § 226.7.

88. Plaintiff, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *Cal. Lab. Code* § 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: section 226.7.

89. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal. Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

90. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages pursuant to Cal. Lab. Code § 558(a).

FIFTH CAUSE OF ACTION AGAINST DEFENDANTS AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Pay Wages Due at Termination and During Employment (Cal. Lab. Code §2698 et. seq.).

91. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein

1 as if fully plead.

2 92. Defendants and/or DOES and/or their officers and/or managing agents willfully failed to pay,
3 in a timely manner, wages owed to Plaintiff and the other aggrieved employees who left
4 Defendants' and/or DOES' employ or who were terminated.

5 93. Plaintiff and/or the other aggrieved employees who ended their employment with Defendants
6 and/or DOES during the last year were entitled to be promptly paid all lawful compensation,
7 and other premiums, as required by Cal. Lab. Code §§ 201 through 203.

8 94. At all relevant times, Cal. Lab. Code §§ 201 and 202 provide that if an employer discharges
9 an employee, the wages earned and unpaid at the time of discharge are due and payable
10 immediately, and if an employee quits his or her employment, his or her wages shall become
11 due and payable no later than seventy-two (72) hours thereafter, unless the employee has given
12 seventy-two (72) hours notice of his or her intention to quit, in which case the employee is
13 entitled to his or her wages at the time of quitting.

14 95. During the relevant time period, Defendants and/or DOES intentionally and willfully failed to
15 pay Plaintiff and the other aggrieved employees who are no longer employed by Defendants
16 and/or DOES their wages, that were earned and unpaid, within seventy-two (72) hours of their
17 leaving Defendants' and/or DOES' employ.

18 96. As outlined above, Defendants and/or DOES have a continuous policy of not paying aggrieved
19 employees for all hours worked. Specifically, Defendants and/or DOES have a continuous and
20 consistent policy of requiring employees to work before clocking in, after clocking out, and
21 during meal periods. Plaintiff and the aggrieved employees are not paid for this time.

22 97. For example, Defendants and/or DOES have a continuous policy or practice that instructs
23 Plaintiff and the aggrieved employees to start recording their time worked for the day when
24 they arrive at their first work location, and to stop recording their time when they leave their
25 last work location. However, Plaintiff and the aggrieved employees start their workday by
26 logging into applications on their personal cell phones to determine where they are going and
27 what they are doing that day. Plaintiff and the aggrieved employees are not compensated for
28 this time. Further, Plaintiff and the aggrieved employees are not paid for the time it takes them

1 to drive both to the first work location of the day and after finishing their tasks at the last work
2 location of the day. Additionally, Defendants and/or DOES require Plaintiff and the aggrieved
3 employees to take surveys and note expenses at the end of the week, but fails to compensate
4 them for this time.

5 98. Furthermore, when Plaintiff and aggrieved employees are able to take meal periods, aggrieved
6 employees are not relieved of all duties and/or employer control during their meal periods.
7 Specifically, Plaintiff and aggrieved employees worked through their meal periods to satisfy
8 their demanding work duties imposed by Defendants and/or DOES, thereby denying them the
9 right to be completely free from employer control under California law. Plaintiff and the
10 aggrieved employees are informed and believe and thereon allege that Defendants and/or
11 DOES breached the legal duty to pay for all hours worked by failing to pay Plaintiff and
12 aggrieved employees for meal period time when aggrieved employees were not relieved of all
13 duties and/or employer control.

14 99. In addition, through its failure to provide Plaintiff and the aggrieved employees with lawful
15 meal and rest periods, Defendants and/or DOES do not pay all meal and rest period premiums
16 owed to Plaintiff and the aggrieved employees at the time of termination.

17 100. Defendants' and/or DOES' failure to pay Plaintiff and the aggrieved employees who are no
18 longer employed by Defendants and/or DOES their wages, that were earned and unpaid, within
19 seventy-two (72) hours of their leaving Defendants' and/or DOES' employ, is in violation of
20 Cal. Lab. Code §§ 201 and 202.

21 101. Cal. Lab. Code § 203 provides that when an employer willfully fails to pay wages owed, in
22 accordance with sections 201 and 202, the wages of the employee shall continue as a penalty
23 from the due date thereof at the same rate until paid or until and action is commenced; but the
24 wages shall not continue for more than thirty (30) days.

25 102. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who
26 worked for Defendants and/or DOES in California.

27 103. Plaintiff, as a non-exempt employee who Defendants and/or DOES failed to pay all wages due
28 at termination, is an aggrieved employee with standing to bring an action under the

1 PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public to
2 enforce California's labor laws, and the penalty provisions identified in Cal. Lab. Code §
3 2699.5.

4 104. Plaintiff, as a representative of the people of the State of California, seeks all penalties
5 otherwise capable of being collected by the Labor Commission and/or the Department of Labor
6 Standards Enforcement ("DLSE"). This includes each of the following, as set forth in Cal. Lab.
7 Code § 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the
8 following provisions: sections 201 through 203.

9 105. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself
10 and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred
11 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal.
12 Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per
13 pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

14 106. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved
15 employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this
16 chapter or any provisions regulating hours and days of the week of the Industrial Welfare
17 Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages
18 pursuant to Cal. Lab. Code § 558(a).

19 **SIXTH CAUSE OF ACTION AGAINST DEFENDANTS AND/OR DOES: Violation of the**
20 **Private Attorneys General Act of 2004 (PAGA) for Knowing and Intentional Failure to Comply**
21 **with Itemized Employee Wage Statement Provisions (Cal. Lab. Code § 2698 *et. seq.*).**

22 107. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
23 as if fully plead.

24 108. Cal. Lab. Code § 226 subdivision (a) requires Defendants and/or DOES to itemize in wage
25 statements all deductions from payment of wages and to accurately report total hours worked
26 by Plaintiff and the other aggrieved employees. Cal. Lab. Code § 226(a) requires Defendants
27 and/or DOES, at the time of each payment of wages, to "furnish each of her or her employees,
28 either as an detachable part of the check, draft, or voucher paying the employee's wages, or

1 separately when wages are paid by personal check or cash, an accurate itemized statement in
2 writing showing (1) gross wages earned, (2) total hours worked by the employee...(3) the
3 number of piece-rate units earned and any applicable piece rate if the employee is paid on a
4 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
5 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
6 dates of the period for which the employee is paid, (7) the name of the employee and only the
7 last four digits of his or her social security number or an employee identification number other
8 than the social security number, (8) the name and address of the legal entity that is the
9 employer...(9) all applicable hourly rates in effect during the pay period and the corresponding
10 number of hours worked at each hourly rate and the corresponding number of hours worked at
11 each hourly rate by the employee....”

12 109. Cal. Lab. Code § 226, subdivision (a) also requires that “deductions made from payment of
13 wages shall be recorded in ink or other indelible form, properly dated, showing the month, day
14 and year, and a copy of the statement and the record of the deductions shall be kept on file by
15 the employer for at least three years at the place of employment or at a central location within
16 the State of California.”

17 110. *California Labor Code* section 246(i) also requires that, “[a]n employer shall provide an
18 employee with written notice that sets forth the amount of paid sick leave available, or paid
19 time off leave an employer provides in lieu of sick leave, for use on either the employee’s
20 itemized wage statement described in Section 226 or in a separate writing provided on the
21 designated pay date with the employee’s payment of wages.”

22 111. Defendants and/or DOES have knowingly and intentionally failed to comply with *California*
23 *Labor Code* section 226(a) by failing to include all of the information required by *California*
24 *Labor Code* section 226(a)(1) through (9) on each and every wage statement provided to
25 Plaintiff and the aggrieved employees.

26 112. Additionally, by virtue of their failure to pay for all time worked, Defendants and/or DOES
27 knowingly and intentionally did not correctly itemize the gross wages earned, total hours
28 worked, net wages earned, and number of hours worked at each hourly rate on wage statements

provided to Plaintiff and the aggrieved employees as *California Labor Code* section 226, subsection (a), requires in every pay period during the period of the relevant statute of limitations.

113. For example, Defendants and/or DOES have a continuous policy or practice that instructs Plaintiff and the aggrieved employees to start recording their time worked for the day when they arrive at their first work location, and to stop recording their time when they leave their last work location. However, Plaintiff and the aggrieved employees start their workday by logging into applications on their personal cell phones to determine where they are going and what they are doing that day. Plaintiff and the aggrieved employees are not compensated for this time. Further, Plaintiff and the aggrieved employees are not paid for the time it takes them to drive both to the first work location of the day and after finishing their tasks at the last work location of the day. Additionally, Defendants and/or DOES require Plaintiff and the aggrieved employees to take surveys and note expenses at the end of the week, but fails to compensate them for this time.

114. Furthermore, when Plaintiff and aggrieved employees are able to take meal periods, aggrieved employees are not relieved of all duties and/or employer control during their meal periods. Specifically, Plaintiff and aggrieved employees worked through their meal periods to satisfy their demanding work duties imposed by Defendants and/or DOES, thereby denying them the right to be completely free from employer control under California law. Plaintiff and the aggrieved employees are informed and believe and thereon allege that Defendants and/or DOES breached the legal duty to pay for all hours worked by failing to pay Plaintiff and aggrieved employees for meal period time when aggrieved employees were not relieved of all duties and/or employer control.

115. In addition, Defendants and/or DOES failed to pay all meal and rest period premiums owed to Plaintiff and the aggrieved employees for Defendants' and/or DOES' failure to provide lawful meal and rest periods, none of which are present on any wage statement provided to Plaintiff and the aggrieved employees.

116. Defendants and/or DOES also failed to itemize the amount of sick leave available for

1 use on Plaintiff's and the aggrieved employees' wage statements in violation of *California*
2 *Labor Code* section 246(i).

3 117. Throughout the statutory period, because of the knowing and intentional failure by Defendants
4 and/or DOES to comply with itemized employee wage statement provisions, Plaintiff and the
5 aggrieved employees have been able to reconstruct only a reasonable estimate of the hours
6 worked and have, therefore, not received full compensation.

7 118. Further, in addition to any penalties levied upon Defendants and/or DOES for its failure to
8 comply with *Labor Code* section 226 subdivision (a)'s requirement to provide Plaintiff and the
9 aggrieved employees accurate, itemized wage statements, *Labor Code* section 226.3 assesses
10 additional penalties for the failure to keep the records required in subdivision (a) of Section
11 226. *Labor Code* section 226 subdivision (a) requires Defendants and/or DOES to maintain
12 records that "accurately shows all of the information required by this subdivision." Defendants
13 and/or DOES have violated its statutory duty to maintain records for Plaintiff and the aggrieved
14 employees that contain all of the information under *Labor Code* section 226(a)(1) through (9)

15 119. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who
16 worked for Defendants and/or DOES in California.

17 120. Plaintiff, as a non-exempt employee who Defendants and/or DOES failed to provide accurate
18 and itemized wage statements, is an aggrieved employee with standing to bring an action under
19 the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public
20 to enforce California's labor laws, and the penalty provisions identified in Cal. Lab. Code §
21 2699.5.

22 121. Plaintiff, as a representative of the people of the State of California, will seek all penalties
23 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
24 each of the following, as set forth in Cal. Lab. Code § 2699.5, which provides that section
25 2699.3(a) applies to any alleged violation of the following provisions: sections 226, 1174,
26 1199.

27 122. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself
28 and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred

dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal. Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

123. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages pursuant to Cal. Lab. Code § 558(a).

SEVENTH CAUSE OF ACTION AGAINST DEFENDANTS AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failing to Pay Employees Twice Per Month (Cal. Lab. Code § 2698 et. seq.).

124. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

125. Section 204(a) of the *California Labor Code* requires that all wages earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.

126. *Cal. Lab. Code* § 226 subdivision (a) provides “[a]ll wages . . . earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month shall be paid for between the 1st and 10th day of the following month.”

127. Defendants and/or DOES have a consistent policy and/or practice of failing to pay Plaintiff and the aggrieved employees twice per month. By failing to pay employees twice per month, Defendants and/or DOES willfully violated the provisions of Cal. Lab. Code § 204(a).

128. During the relevant time period, Defendants and/or DOES intentionally and willfully failed to pay Plaintiff and the aggrieved employees their wages, that were earned and unpaid, twice

1 during each calendar month.

2 129. For example, Defendants and/or DOES have a continuous policy or practice that instructs
3 Plaintiff and the aggrieved employees to start recording their time worked for the day when
4 they arrive at their first work location, and to stop recording their time when they leave their
5 last work location. However, Plaintiff and the aggrieved employees start their workday by
6 logging into applications on their personal cell phones to determine where they are going and
7 what they are doing that day. Plaintiff and the aggrieved employees are not compensated for
8 this time. Further, Plaintiff and the aggrieved employees are not paid for the time it takes them
9 to drive both to the first work location of the day and after finishing their tasks at the last work
10 location of the day. Additionally, Defendants and/or DOES require Plaintiff and the aggrieved
11 employees to take surveys and note expenses at the end of the week, but fails to compensate
12 them for this time.

13 130. Furthermore, when Plaintiff and aggrieved employees are able to take meal periods, aggrieved
14 employees are not relieved of all duties and/or employer control during their meal periods.
15 Specifically, Plaintiff and aggrieved employees worked through their meal periods to satisfy
16 their demanding work duties imposed by Defendants and/or DOES, thereby denying them the
17 right to be completely free from employer control under California law. Plaintiff and the
18 aggrieved employees are informed and believe and thereon allege that Defendants and/or
19 DOES breached the legal duty to pay for all hours worked by failing to pay Plaintiff and
20 aggrieved employees for meal period time when aggrieved employees were not relieved of all
21 duties and/or employer control.

22 131. In addition, Defendants and/or DOES failed to pay all meal and rest period premiums owed to
23 Plaintiff and the aggrieved employees for Defendants' and/or DOES' failure to provide lawful
24 meal and rest periods.

25 132. Alternatively, Defendants and/or DOES failed to pay wages to Plaintiff and the aggrieved
26 employees earned within seven (7) calendar days of the end of the payroll period in which the
27 wages were earned.

28 133. Defendants and/or DOES failure to pay Plaintiff and the aggrieved employees their wages, that

1 were earned and unpaid, twice during each calendar month, is in violation of Cal. Lab. Code §
2 204.

3 134. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who
4 worked for Defendants and/or DOES in California.

5 135. Plaintiff, as a non-exempt employee who Defendants and/or DOES failed pay all wages owed
6 twice per month, is an aggrieved employee with standing to bring an action under the PAGA.
7 Plaintiff has satisfied all prerequisites to serve as a representative of the general public to
8 enforce California's labor laws, and the penalty provisions identified in Cal. Lab. Code §
9 2699.5 for violations of Cal. Lab. Code § 204.

10 136. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself
11 and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred
12 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal.
13 Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per
14 pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

15 137. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved
16 employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this
17 chapter or any provisions regulating hours and days of the week of the Industrial Welfare
18 Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages
19 pursuant to Cal. Lab. Code § 558(a).

20 **EIGHTH CAUSE OF ACTION AGAINST DEFENDANTS AND/OR DOES: Violation of the**
21 **Private Attorneys General Act of 2004 (PAGA) for Failing to Reimburse Employees for Business**
22 **Expenses (California Labor Code §2698 et. seq.)**

23 138. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
24 as if fully plead.

25 139. California Labor Code section 2802 provides: "An employer shall indemnify his or her
26 employees for all necessary expenditures or losses incurred by the employee in direct
27 consequence of the discharge of his or her duties, or of his or her obedience to the directions
28 of the employer...[which includes] all reasonable costs, including, but not limited to, attorneys'

1 fees incurred by the employee enforcing the rights granted by this section.”

2 140. Plaintiff and the aggrieved employees incurred expenses necessary for the discharge of their
3 duties without receiving reimbursement from Defendants and/or DOES. Defendants and/or
4 DOES require employees to use to use their personal cell phones for business purposes, but
5 failed to reimburse this expense. Plaintiff and the aggrieved employees were required to use
6 various applications on their personal cell phones to adequately perform their job duties, such
7 as determining what work tasks and locations they were assigned for the day. These phones
8 were also the primary method of communication between Defendants and/or DOES and the
9 aggrieved employees through the workday.

10 141. Defendants and/or DOES also require Plaintiff and the aggrieved employees to travel to
11 customer work locations in their personal vehicles, but fails to provide adequate reimbursement
12 for the costs and expenses Plaintiff and the aggrieved employees incur for the use of these
13 vehicles.

14 142. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who
15 worked for Defendants and/or DOES in California.

16 143. Plaintiff, as a non-exempt employee who incurred business expenses which Defendants and/or
17 DOES failed to reimburse, is an aggrieved employee with standing to bring an action under
18 the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general
19 public to enforce California’s labor laws, and the penalty provisions identified in *Labor Code*
20 section 2699.5 for violations of *Labor Code* section 2802.

21 144. Pursuant to *Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of
22 herself and the other aggrieved employees, seeks recovery of applicable civil penalties: one
23 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation
24 per *Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved
25 employee per pay period for each subsequent violation, per *Labor Code* section 2699(f)(2).

26 **V. PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff, individually and on behalf of all other aggrieved employees, prays
28 for relief and judgment against Defendants and/or DOES, jointly and severally, as follows:

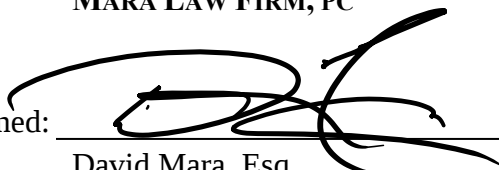
- 1 A. For penalties as provided under Cal. Lab. Code § 558(a)(1) and 558(a)(2).
- 2 B. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.* for
3 failure to provide compliant meal periods;
- 4 C. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
5 for each pay period during which an employee was underpaid due to failure to provide paid
6 meal periods;
- 7 D. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
8 for failure to provide all rest periods;
- 9 E. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
10 for each pay period during which an employee was underpaid due to failure to provide paid
11 rest periods;
- 12 F. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
13 for failure to timely pay wages at separation;
- 14 G. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
15 for failure to provide compensation at the regular, overtime, and double time rate for all time
16 worked;
- 17 H. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
18 for failure to provide compensation at the minimum wage;
- 19 I. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
20 for failure to provide accurate, itemized wage statements;
- 21 J. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
22 for failure to pay employees all wages owed twice per month;
- 23 K. For penalties as provided, per each violation, by the PAGA, *Labor Code* section 2699, *et. seq.*
24 for failure to reimburse business expenses; and
- 25 L. For reasonable attorneys' fees and costs under the PAGA, Cal. Lab. Code § 2699(g)(1).
- 26 \\
27 \\
28 \\\

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial.

MARA LAW FIRM, PC

Date: January 9, 2024

Signed:  _____

David Mara, Esq.
Matthew Crawford, Esq.
Attorneys for Plaintiff KENTON SAMUELS,
on behalf of himself and all others similarly
situated, and on behalf of the general public