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Superior Court of California
County of Tuolumne

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Attorneys for Plaintiff Beverly W. Cooley,
on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TUOLUMNE

BEVERLY W. COOLEY, an individual, on
behalf of herself and others similarly situated,

Plaintiff,

vs.

SONORA COMMUNITY HOSPITAL, a
California corporation; ADVENTIST
HEALTH SYSTEM/WEST, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: CV65628

CLASS ACTION

Assigned for All Purposes To:

Hon. Kevin M. Seibert

Dept.: 1

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability Labor Code § 226.7;
4. Rest-Break Liability Labor Code § 226.7;
5. Violation of Labor Code § 226;
6. Violation of Labor Code § 221;
7. Violation of Labor Code § 204;
8. Violation of Labor Code § 203;
9. Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5;
10. Failure to Reimburse Necessary Business Expenses under Labor Code § 2802;
11. Violation of Business & Professions Code § 17200 *et seq.*; and
12. Penalties under PAGA, Labor Code § 2698.

DEMAND FOR JURY TRIAL

Original Complaint filed: October 6, 2023

BY FAX

1 Plaintiff BADER AQIL (hereinafter “Plaintiff”), on behalf of himself and all other
2 similarly situated non-exempt, hourly employees employed by Defendants in California during the
3 relevant period (collectively, “Employees”; individually, “Employee”) complains of Defendants as
4 follows:

5 INTRODUCTION

6 1. Plaintiff brings this action on behalf of himself and all current and former
7 Employees within the State of California who are or were employed during the relevant period as
8 non-exempt, hourly employees by Defendants TOWNE PARK, LLC, a Delaware limited liability
9 company, and DOES 1 through 50 (all defendants being collectively referred to herein as
10 “Defendants”). Plaintiff alleges that Defendants violated various provisions of the California
11 Labor Code, relevant orders of the Industrial Welfare Commission (IWC), and California
12 Business & Professions Code, and seeks redress for these violations.

13 2. Plaintiff worked as a hospitality services employee at one of Defendants’ facilities
14 and locations in Pasadena, California and Los Angeles County. He and the other Class members
15 were employed by Defendants as non-exempt, hourly hospitality services employees at
16 Defendants’ locations and facilities throughout California, including in positions related to
17 providing healthcare, hospitality, and parking services to Defendants’ customers. Plaintiff worked
18 at Defendants’ behest without being paid all wages due and without being provided all required
19 breaks. More specifically, Plaintiff and the other similarly situated Class members were
20 employed by Defendants and (1) shared similar job duties and responsibilities (2) were subjected
21 to the same policies and practices (3) and endured similar violations at the hands of Defendants as
22 the other Employees who served in similar and related positions.

23 3. Defendants required Plaintiff and the Employees in the Class to work off the clock
24 and failed to record accurate time worked by these Employees, failed to pay them at the
25 appropriate rates for all hours worked, failed to pay all wages due and owing at termination or
26 resignation, and provided Plaintiff and the Class members with inaccurate wage statements that
27 prevented them from learning of these unlawful pay practices. Defendants also failed to provide
28 Plaintiff and the Class with lawful meal and rest periods, as Employees were required to remain

1 under Defendants' control and were not provided with the opportunity to take full uninterrupted,
2 timely, and duty-free rest periods and meal breaks, as required by the Labor Code and the
3 applicable paragraphs of the IWC Wage Orders.

4 4. Defendant TOWNE PARK, LLC is a Delaware limited liability corporation which
5 lists its principal address with the California Secretary of State in Plymouth Meeting,
6 Pennsylvania and does not list a California office. It lists its type of business as "Valet/Hospitality
7 Services." Defendant TOWNE PARK, LLC is listed as the employer on the wage statements
8 issued to Plaintiff by Defendants on a bi-weekly basis, and upon information and belief to other
9 Class members, with the same Pennsylvania address. Its website explains that: "As a tech
10 enabled, multi-service hospitality company, Towne Park is the only company with a
11 comprehensive suite of parking, mobility and hospitality solutions focused on delivering
12 exceptional experiences from arrival through departure." Plaintiff worked at Defendants'
13 facilities and location in Pasadena, California, and Defendants maintain operations through
14 placements and locations throughout Los Angeles County and California.

15 5. This Court has jurisdiction over this Action pursuant to California Code of Civil
16 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
17 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
18 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
19 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
20 obligations and liabilities giving rise to this lawsuit occurred, at least in part in Los Angeles
21 County, where Defendants operate and provide hospitality services to California customers.

22 6. The true names and capacities, whether individual, corporate, associate, or
23 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
24 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code
25 of Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
26 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
27 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
28 this Complaint to reflect the true names and capacities of the Defendants designated herein as

Does 1 through 50 when their identities become known.

7. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all respects as the employers or joint employers of Employees. Defendants, and each of them, exercised control over the wages, hours or working conditions of Employees, created and implemented the policies and practices that governed the employment of Plaintiff and the Class members and dictated their job duties and responsibilities, or otherwise suffered or permitted Plaintiff and the other Employee Class members to work, or engaged, thereby creating a common law employment relationship, with the Employee Class members. Therefore, Defendants, and each of them, employed or jointly employed the Employee Class members.

FACTUAL BACKGROUND

8. The Employees who comprise the Class, including Plaintiff, are non-exempt employees of Defendants pursuant to the applicable Wage Order of the Industrial Welfare Commission (“IWC”). During the period of March 4, 2021 through its resolution, Plaintiff and the Class members were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates, including for meal period and rest break premium payments. Plaintiff also contends that Defendants failed to pay Plaintiff and the Class members all wages due and owing, including by miscalculating wages owed and by requiring off the clock work, failed to provide meal and rest breaks, and failed to furnish accurate wage statements and timely pay all wages owed, all in violation of various provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

9. During the course of Plaintiff and the Class members’ employment with Defendants, they were not paid all wages they were owed, including for all work performed (resulting in “off the clock” work) and for all their overtime hours worked, or were not paid at the correct rates. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-

1 exempt, hourly employees as hospitality services related workers based out of Defendants'
2 facilities and locations in California.

3 10. Plaintiff worked as a hospitality services employee at one of Defendants' facilities
4 and locations in Pasadena, California. His job duties as a valet included monitoring the parking
5 facilities and valet office and assisting Defendants' customers with doors and luggage and
6 parking and valeting vehicles for them. Plaintiff generally worked 40 hours a week or more, for
7 five shifts per week with scheduled hours from 10:00 p.m. through 6:00 a.m. or 6:30 a.m.
8 Plaintiff worked different shift schedules and hours as required, and often incurred overtime and
9 even double time. Plaintiff and the Class members were required to input shift start and end times
10 in an electronic time clock by scanning a fingerprint and entering their Employee IDs.

11 11. Defendants required Plaintiff and the Class members to perform work related
12 duties off the clock and to remain under Defendants' control during times when they should have
13 been on break or otherwise off the clock, including before and after their work shifts. Plaintiff
14 would often clock in early so he could be on time and ready to begin at his scheduled shift start
15 time. To complicate any determination of off the clock and unpaid hours worked, Defendants
16 recorded shift start and beginning times, or required Employees to do so, but did not maintain any
17 timekeeping punch records for any meal period beginning or ending times.

18 12. Instead, Defendants in many instances presumed Class members received a fully
19 compliant meal period and automatically deducted 30 minutes from their hours worked for their
20 shift. Defendants possessed the equipment and capabilities to record actual meal break times to
21 the minute, as evidenced by the timekeeping entries for shift start and end times, yet Defendant
22 willfully failed to record meal period start and end times. Given Defendants' unlawful policy of
23 automatically deducting 30 minutes from a work shift in many instances for meal periods that
24 were neither recorded nor provided or were otherwise unlawful, Defendants also failed to
25 accurately record all hours worked by Class members during their work shifts. When combined
26 with the other off the clock work and control the Class members endured, this led to Defendants'
27 further failure to pay all wages owed and/or to pay them at the correct rate.

28

1 13. In some instances when no meal or rest break was provided by Defendants, they
2 would pay some meal period and rest break premiums. However, if and when they did,
3 Defendants failed to pay meal period and rest break premiums at the required rate by failing to
4 include shift differentials and non-discretionary bonuses in the regular rate used to calculate and
5 pay the penalties. As meal period and rest break premium payments are a form of wages, this
6 further evidences Defendants' failure to pay wages for all hours worked and at the appropriate
7 regular and overtime rates. This systematic underpayment of wages occurred, upon information
8 and belief, in connection with the other similarly situated Class members who were paid a shift
9 differential or other form of remuneration other than hourly wages and received a meal or rest
10 break premium payment in the same pay period.

11 14. Upon information and belief, Defendant similarly miscalculated the overtime paid
12 to Plaintiff and the other Class members by failing to include all forms of remuneration in the
13 regular rate upon which overtime hours were calculated and paid. Additionally, Defendants paid
14 Plaintiff and upon information and belief the other Class members certain holiday premiums, but
15 failed to include that premium in the regular rate used to pay meal and rest break penalty
16 premiums and to calculate and pay overtime in those pay periods.

17 15. Plaintiff was therefore not paid for all his hours worked at the required minimum,
18 overtime and double time wage rates due to Defendants' policy and practice of requiring him to
19 work off the clock and without pay, and Defendants thus also failed to keep required records of
20 hours worked. Defendants also failed to pay Plaintiff at the required overtime rates for all hours
21 over eight in a shift, or over forty in a work week. With work shifts generally scheduled for eight
22 hours or more, this unpaid off the clock work resulted in Plaintiff and the Class members working
23 past eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5
24 times their regular rate.

25 16. Defendants thus systematically underpaid Plaintiff and the Class members by
26 failing to pay them at the required overtime rates for all hours over eight in a work shift or over
27 forty in a work week, and all hours over twelve in a day at the required double time rate. Upon
28 information and belief, the Class members were bound by similar scheduling and work policies

1 and endured similar violations at Defendants' hands as Plaintiff.

2 17. Defendants have either failed to maintain timekeeping records for Plaintiff that
3 would permit Plaintiff to discover the nature and extent of the off the clock work Defendants
4 required and the actual hours Plaintiff worked or the breaks he received or have otherwise
5 declined to produce them to Plaintiff in response to a timely and lawful records request. By
6 failing to pay for all hours worked, and by failing to record accurate meal period beginning and
7 ending times, Defendants have committed knowing and intentional ongoing violations of the
8 record keeping requirements under the Labor Code, including section 1174. Additionally, to the
9 extent Defendants paid overtime, it was underpaid as addressed above or Defendants failed to
10 include all forms of remuneration in the regular rate used to calculate and pay overtime wages or
11 holiday premiums, thus resulting in further underpayment of wages earned by Plaintiff and the
12 Class members.

13 18. The failure to pay for all hours worked and underpayment of wages to Plaintiff
14 and the Class members is and has been a direct consequence of Defendants' unlawful
15 compensation policies and practices, which upon information and belief applied uniformly to the
16 Class members working at Defendants' locations and facilities. As a result of the above-described
17 unlawful requirements to work off the clock and regular rate miscalculation, the failure to
18 accurately record all hours worked and pay wages at the correct rates, and the other wage
19 violations they endured at Defendants' hands, Plaintiff and the Class members were not properly
20 paid all wages earned and all wages owed to them by Defendants, including when working more
21 than eight hours in any given day and/or more than forty hours in any given week.

22 19. Therefore, from at least March 4, 2021 and continuing to the present, Defendants
23 had a consistent policy or practice of failing to pay Employees for all hours worked and failing to
24 pay minimum wages for all time worked, as required by California law. Also, from at least March
25 4, 2021 and continuing to the present, Defendants had a consistent policy or practice of failing to
26 pay Employees overtime compensation at premium overtime rates for all hours worked in excess
27 of eight hours a day and/or forty hours a week, and double-time rates for all hours worked in
28 excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding sections of

1 IWC Wage Orders.

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

10 21. Defendants failed to provide duty-free meal periods of at least 30 uninterrupted
11 minutes during Plaintiff's work shifts. Plaintiff and the Class members generally worked shifts
12 that entitled them to receive at least one meal period and two rest breaks. However, Defendants
13 failed to provide all required meal periods and rest breaks to them. Defendants' uniformly applied
14 policies and practices systematically failed to provide required duty-free meal periods to Plaintiff
15 and the Class members. Defendants in fact made little or no effort to even schedule or otherwise
16 provide the opportunity for Class members to take at least one meal period on their work shifts of
17 eight hours or more. Defendants also initially instructed Plaintiff to state that he received his meal
18 break when clocking out for the end of his shift even though he never received one, and
19 Defendants often failed to pay required meal period premiums for such violations.

20 22. To the extent Defendants ever did provide Class members with the opportunity to
21 take meal periods, upon information and belief they were often untimely or for less than 30
22 minutes, and they were invariably interrupted by work and customer demands or Plaintiff was
23 required to remain standing by to respond to them. Given the constant and ongoing job and
24 customer demands he faced and Defendants' failure to adequately staff its facilities and locations
25 to permit employees to take breaks, Plaintiff was compelled to remain at the valet office and on
26 the lot performing work related duties and remaining under Defendants' control during times
27 when he was supposed to be enjoying a fully compliant meal period. By uniformly requiring
28 Plaintiff and the other similarly situated Class members providing hospitality services in

1 California to remain under Defendants' control and on premises during meal periods, Defendants
2 committed systematic and ongoing meal break violations.

3 23. Defendants appear to recognize and accept their unlawful policies, as Plaintiff's
4 wage statements evidence Defendant paying meal period premium payments under Labor Code §
5 226.7 to Plaintiff. As addressed above, Defendants committed similar and ongoing violations by
6 failing to include all forms of remuneration, including shift differentials and bonuses and
7 premium payments to Plaintiff and the Class members, in the regular hourly rate at which they
8 paid the premiums. Additionally, as addressed above, Defendants systematically violated the
9 record keeping requirements of the Labor Code and Wage Orders by failing to record meal period
10 beginning and ending times for the Class members. Defendants instead presumed a compliant
11 meal period was provided and automatically deducted 30 minutes from hours worked on the shift.

12 24. Defendants thus failed to provide all the legally required unpaid, off-duty meal
13 periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Class
14 members, as required by the applicable Wage Order and Labor Code. Defendants did not have a
15 policy or practice which provided or accurately recorded all the legally required unpaid, off-duty
16 meal periods and all the legally required paid, off-duty rest periods to Employees. Plaintiff and
17 other Class members were required to perform work as ordered by Defendants or otherwise
18 remain under Defendants' control for more than five hours during a shift, or ten hours in a shift,
19 but were often required to do so without receiving a lawful, timely, and duty-free 30-minute meal
20 breaks. Additionally, as addressed above, Defendants followed a practice of requiring off the
21 clock work, in a manner that would impact when Employees were to receive meal periods and
22 rest breaks, thus leading to further violations.

23 25. As a result, Defendants' failure to provide Plaintiff and the Class members with all
24 legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest
25 periods is and will be evidenced by Defendants' business records, or lack thereof. Defendants have
26 either failed to maintain required records of when meal periods were actually provided or failed to
27 produce them in response to Plaintiff's timely and lawful requests, or else maintained inaccurate
28 and incomplete records. Defendants also failed to pay Employees "premium pay," i.e. one hour of

1 wages at each Employee's effective hourly rate of pay, for each meal period or rest break that
2 Defendants failed to provide or deficiently provided. Upon information and belief, if and when
3 Defendants did pay any meal period premiums, they failed to include all forms of remuneration in
4 the regular rate used to calculate and pay it.

5 26. Therefore, for at least March 4, 2021 and through to the present, Plaintiff and the
6 Class members were unable to take off-duty breaks or were otherwise not provided with the
7 opportunity to take required meal breaks due to Defendants' policies and practices. On the
8 occasions when Plaintiff and the Class members were provided with a meal period, it was often
9 untimely or interrupted, or was impermissibly shortened, and Employees were not provided with
10 one hour's wages in lieu thereof. Meal period violations thus occurred in one or more of the
11 following manners:

- 12 (a) Class members were not provided full thirty-minute duty free meal periods
13 for work days in excess of five hours and were not compensated one hour's
14 wages in lieu thereof, all in violation of, among others, Labor Code §§
15 226.7, 512, and the applicable Industrial Welfare Commission Wage
16 Order(s);
- 17 (b) Class members were not provided second full thirty-minute duty free meal
18 periods for work days in excess of ten hours;
- 19 (c) Class members were required to work through at least part of their daily
20 meal period(s);
- 21 (d) Meal periods were provided after five hours of continuous work during a
22 shift; and
- 23 (e) Class members were restricted in their ability to take a full thirty-minute
24 meal period and were not permitted to leave their work premises during
25 meal periods and were otherwise required to remain under Defendants'
26 control during meal periods.

1 27. Defendants also failed to authorize and permit Plaintiff and the Class members to
2 take duty-free, net ten minute rest breaks for every four hours of shift work, or major fraction
3 thereof. There were similar issues with the required net ten-minute rest breaks that Plaintiff and
4 the Class members were unable to take as with meal periods. Defendants made no efforts or
5 provided no emphasis on authorizing and permitting Employees to take net ten-minute rest breaks
6 for every four hours of work. Defendants also initially instructed Plaintiff to state that he received
7 his rest breaks when clocking out for the end of his shift even though he never received them, and
8 Defendants often failed to pay required rest break premiums for such violations.

9 28. Given the constant and ongoing job and customer demands he faced and
10 Defendants' failure to adequately staff its facilities and locations to permit employees to take
11 breaks, Plaintiff was compelled to remain at the valet office and on the lot performing job related
12 duties and remaining under Defendants' control during times when he was supposed to be
13 enjoying a duty-free rest break. By uniformly requiring Plaintiff and the other similarly situated
14 co-workers providing hospitality services in California to remain under Defendants' control and
15 on premises during rest breaks, Defendants committed systematic and ongoing rest break
16 violations. In fact, Defendants appear to recognize and accept their unlawful policies, as
17 Plaintiff's wage statements evidence Defendant paying some rest break premium payments under
18 Labor Code § 226.7 to Plaintiff. As addressed above, Defendants committed similar and ongoing
19 violations by failing to include all forms of remuneration, including shift differentials and
20 bonuses and premium payments to Plaintiff, in the regular hourly rate at which they paid the rest
21 break premiums.

22 29. Defendants' management did not emphasize the requirement to provide at least
23 one ten-minute duty-free rest period for each four-hour duty period, or major fraction thereof. If
24 and when Plaintiff was permitted to take a ten-minute rest break on a shift, he was not permitted
25 to take a second one or a third one or any breaks were untimely or impermissibly shortened.
26 Further violations occurred as Plaintiff and the Class members were required to remain under
27 Defendants' control by not being able to leave the premises and by Defendants' requirement that
28 they remain ready to respond to work requirements and job demands.

1 30. Therefore, Defendants failed to authorize and permit Class members to take all
2 their required rest breaks. Plaintiff and the other similarly situated Class members were either not
3 authorized permitted the opportunity to take a rest break, or were required to remain under
4 Defendants' control and respond to instructions and job demands. Defendants also failed to
5 authorize and permit Employees to leave the property premises during rest breaks, or else
6 prevented them from doing so, thus further evidencing Defendants' policy and practice of
7 requiring Plaintiff and the Class members to remain under their control during required off-duty
8 rest breaks.

9 31. Defendants' policies and practices thus systematically deny and denied Plaintiff
10 and the Class members full, duty-free ten-minute rest periods and thirty-minute, duty-free meal
11 periods. The California Supreme Court has instructed that the rest period requirement obligates
12 employers to permit and authorize employees to take-off-duty rest periods. That is, during rest
13 periods employers must relieve employees of all duties and relinquish control over how
14 employees spend their time. Plaintiff and the Class members were and are under Defendants'
15 control when they are working through rest breaks, and Defendants failed to schedule or account
16 for required first, second, and third rest breaks during the shifts Plaintiff and the Class members
17 generally worked.

18 32. Plaintiff and the Employees in the Class were not authorized and permitted to take
19 lawful rest periods, were systematically required by Defendants to work through or during breaks,
20 and were not provided with one hour's wages in lieu thereof. They were required to remain on
21 duty during breaks or portions of their breaks, thus making them either untimely or shortened and
22 on-duty, and they were also prevented from leaving the premises during rest breaks under
23 Defendants' policies and practices. Rest period violations therefore arose in one or more of the
24 following manners:

- 25 (a) Class members were required to work without being provided a minimum
26 ten minute rest period for every four hours or major fraction thereof
27 worked and were not compensated one hour of pay at their regular rate of
28 compensation for each workday that a rest period was not provided, and to

1 the extent Defendants paid any premiums, they failed to include all forms
2 of remuneration in the regular rate used to calculate and pay them.

3 (b) Class members were not authorized and permitted to take timely rest
4 periods for every four hours worked, or major fraction thereof; and

5 (c) Class members were required to remain on duty and under Defendants'
6 control during rest periods or otherwise had their rest periods interrupted
7 by work demands.

8 33. From at least March 4, 2021 and continuing to the present, Defendants have also
9 consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees'
10 earned wages, including by the above described off the clock work before and after work shifts
11 and automatically deducting hours for unpaid meal periods Defendants failed to provide and by
12 miscalculating the regular rate and underpaying overtime wages and meal and rest break
13 premiums. By not compensating Employees for all hours worked, and not recording any break
14 times or permitting off-duty breaks and automatically deducting for unrecorded meal periods,
15 Defendants unlawfully deducted wages earned by and owed to Plaintiff and the Class members, in
16 violation of Labor Code § 221.

17 34. As a result of the above described illegal policies and practices, Defendants
18 engaged in and enforced the following additional unlawful practices and policies against Plaintiff
19 and the Class members he seeks to represent:

20 (a) failing to pay all wages owed to Class members who either were
21 discharged, laid off, or resigned in accordance with the requirements of
22 Labor Code §§ 201, 202, 203;

23 (b) failing to pay all wages owed to the Class members twice monthly in
24 accordance with the requirements of Labor Code § 204;

25 (c) failing to pay Class members all wages owed, including all meal and rest
26 period premium wages;

- (d) failing to maintain accurate records of Class members' earned wages and meal periods in violation of Labor Code §§ 226 and 1174(d) and section 7 of the applicable IWC Wage Orders; and
- (e) failing to produce timekeeping records in response to Plaintiff's timely and lawful request to receive them under these authorities.

35. From at least March 4, 2021, and continuing to the present, Defendants have also consistently failed to provide Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws, including by the above-described requirement of off the clock work, failure to pay all overtime, failure to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, and by miscalculating the regular rate used to pay overtime wages and meal and rest break premiums. Defendants have also made it difficult to account with precision for the unlawfully withheld wages and meal and rest period compensation owed to Plaintiff and the Class, during the liability period, because they did not implement and preserve a record-keeping method as required for non-exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders. Upon information and belief, time clock punches were not maintained or were not accurately maintained for work shifts and meal periods. Defendants also failed to accurately record and pay for all regular and overtime hours worked by Plaintiff and the Class members.

36. Defendants also provided Plaintiff and the Class members with wage statements that failed to accurately report all hours worked and applicable hourly rates for all hours worked, including by reflecting rounded hours to the Employees' detriment and otherwise requiring off the clock work. For the same reasons as explained above, Plaintiff and the Class members were provided with unlawful wage statements that failed to reflect all hours worked and failing to pay for all overtime hours, including at the correct overtime rate, and miscalculating any meal and rest break premiums Defendants paid. Defendants followed this unlawful policy and practice even though both Plaintiff and Defendants were aware that Plaintiff and the Class members worked more total hours than were reflected on the wage statements including overtime hours and were underpaid by regular rate miscalculation. Plaintiff and the Employees in the Class were unable to

1 discern from their wage statements alone the actual hours they worked in total during a pay period
2 and the rates they were paid for those hours worked.

3 37. Defendants have thus also failed to comply with Labor Code § 226(a) by issuing
4 wage statements that inaccurately reported total hours worked and total wages earned by Plaintiff
5 and the Class members, along with the appropriate applicable rates, among other requirements.
6 Plaintiff and Class members are therefore entitled to penalties not to exceed \$4,000.00 for each
7 employee pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph
8 7 of the applicable California IWC Wage Orders by failing to maintain accurate time records
9 showing when the employee begins and ends each work period, meal periods, wages earned
10 pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all
11 deductions from payment of wages and accurately reporting total hours worked by the Class
12 members.

13 38. Defendants required Plaintiff and the Class members to work hours off the clock
14 for which they were not compensated, and Defendants also failed to pay all overtime premium
15 wages owed for work conducted on a work shift and a workday or failed to pay it at the correct
16 rate, and also failed to pay meal and rest break premiums at the correct rate, as addressed above.
17 Also, when Plaintiff's employment with Defendants terminated, he was not provided with his final
18 pay in a timely manner. Therefore, from March 4, 2021 and continuing to the present, Defendants
19 have also followed a uniform and consistent policy of failing to pay all wages owed to Plaintiff
20 and other similarly situated Employees at the time of their termination or within seventy-two
21 hours of their resignation, as required by California wage-and-hour laws. Defendants also failed to
22 pay all wages owed to those Class members at the time they were terminated or otherwise
23 separated from employment.

24 39. Plaintiff has requested records from Defendants and they have failed to
25 constructively respond. Therefore, Plaintiff also asserts that Defendants have had a consistent
26 policy of denying Plaintiff and Class members the right to inspect and receive all of their payroll
27 records, timecards, and personnel records.

28

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

20 41. Defendants also failed to provide suitable seating to Plaintiff and the Class
21 members. Plaintiff was required to be located in the valet office during work hours, and for a large
22 percentage of them. Throughout his shifts, including when waiting for customers, Plaintiff would
23 be required to stand in Defendants’ valet office on site for long periods. Defendants should have
24 provided Plaintiff with suitable seating at his assigned office location, such as a chair or a stool or
25 the like, and such seating would in no way have interfered with the performance of Plaintiff’s job
26 duties. California Labor Code §1198 makes it illegal to employ an employee under conditions of
27 labor that are prohibited by the applicable Wage Order. By failing to provide Plaintiff and certain
28 Class members with suitable seats in violation of Wage Order 7-2001, § 14, Defendants violated

1 California Labor Code § 1198. Plaintiff has been injured because he was employed by Defendants
2 and was not provided with suitable seating, in violation of Lab. Code § 1198 and Wage Order 7-
3 2001, § 14. He was harmed by Defendants' failure to provide seats because he was required to
4 stand for extended periods of time despite the fact that the nature of his work did not require that
5 he remain standing at all times.

6 42. Additionally, from at least March 4, 2021 and continuing to the present, Defendants
7 have regularly required Plaintiff and the Class members to incur necessary business expenses in
8 the course of performing their required job duties without reimbursement. Defendants required
9 Plaintiff and the Class members to wear company uniforms during their work shifts, including his
10 shirts and pants. While Defendants provided these to Class members, upon information and belief,
11 Defendants provided no way for them to clean and maintain the uniforms through their employer.
12 Instead, Plaintiff and the Class members were required to pay to clean and maintain these
13 uniforms with their own money, and Defendants failed to reimburse the funds incurred to wear
14 and maintain the uniforms Defendants required them to wear when working. Plaintiff and the
15 Class members must be reimbursed for these necessary business expenses under Labor Code §
16 2802 and Defendants systematically failed to do so.

17 43. In light of the foregoing, Plaintiff and the Employees in the Class bring this action
18 pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4,
19 226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194,
20 1194.2 1197, 1198.5, 1199, 2698 *et seq.*, 2802, and California Code of Regulations, Title 8,
21 section 11000 *et seq.*

22 44. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff
23 and the Class members seek injunctive relief, restitution, and disgorgement of all benefits
24 Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or
25 fraudulent practices alleged in this Complaint.

26 **CLASS ALLEGATIONS**

27 45. Plaintiff brings this class action on behalf of himself and all others similarly
28 situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (or "the

Class” or “Class members”) defined as follows: “All individuals employed by Defendants at any time during the period beginning on March 4, 2021 and ending on a date as determined by the Court (“the Class Period”), and who have been employed as non-exempt, hourly employees within the State of California.” Further, Plaintiff seeks to represent the Subclasses composed of and defined as follows:

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

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

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

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

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

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

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

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

1 termination.

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

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

8 i. Subclass 11. Expense Reimbursement Subclass. All Class members who incurred
9 necessary and reasonable expenses in connection with performing their job duties for Defendants
10 and who were subject to a policy and/or practice under which such expenses were not reimbursed.

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

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

18 47. Defendants, as a matter of company policy, practice and procedure, and in violation
19 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements,
20 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged
21 in a practice whereby Defendants failed to correctly calculate and pay compensation for the time
22 worked by Plaintiff and the other members of the Class, even though Defendants enjoyed the
23 benefit of this work, required Employees to perform this work and permitted or suffered to permit
24 this work. Defendants have uniformly denied these Class members wages to which these
25 employees are entitled, and failed to provide meal periods or authorize and permit rest periods, in
26 order to unfairly cheat the competition and unlawfully profit.

27 48. This action has been brought and may properly be maintained as a class action
28 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community

of interest in this litigation and the proposed Class is easily ascertainable from the employment records for Plaintiff and the Class members that Defendants are required to maintain under California law.

A. Numerosity

49. The potential members of the Class as defined are so numerous that joinder of all the Class members is impracticable. While the precise number of Class member has not been determined at this time, Plaintiff is informed and believes that Defendants employ or, during the time period relevant to this lawsuit employed, at least hundreds of Employees who satisfy the Class definition within the State of California. Plaintiff alleges that Defendants' employment records will provide information as to the number and location of all Class members.

B. Commonality

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

- a. Whether Defendants failed to pay Employees minimum wages;
- b. Whether Defendants failed to pay Employees wages for all hours worked;
- c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;
- d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to authorize and permit Employees to take requisite rest breaks or provide premium pay in lieu thereof;
- f. Whether Defendants violated Labor Code § 226(a) by providing Employees with

inaccurate wage statements and wage statements that omitted many of the Section 226(a) requirements.

- g. Whether Defendants violated Labor Code § 221;
- h. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- i. Whether Defendants' conduct was willful;
- j. Whether Defendants violated Labor Code § 226 and § 1174 and §1198 and the IWC Wage Orders by failing to maintain accurate records of Class members' earned wages and work periods;
- k. Whether Defendants violated Labor Code § 1194 by failing to compensate all Employees during the relevant time period for all hours worked, whether regular or overtime;
- l. Whether Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;
- m. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary business expenses incurred by Employees;
- n. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not providing employees with all required sick days and COVID-19 supplemental sick leave;
- o. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- p. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- q. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

51. The claims of the named Plaintiff are typical of those of the other Employees. The Employee Class members all sustained injuries and damages arising out of and caused by Defendants' common course of conduct and uniformly applied policies in violation of statutes, as well as regulations, that have the force and effect of law, as alleged herein. Plaintiff's claims for

1 the off the clock work and meal and rest violations they were required to endure are typical of
2 those of the other Class members.

3 **D. Adequacy of Representation**

4 52. Plaintiff will fairly and adequately represent and protect the interest of the
5 Employee Class members. Counsel who represents Plaintiff and the Employees in the Class are
6 experienced and competent in litigating employment class actions.

7 **E. Superiority of Class Action**

8 53. A class action is superior to other available means for the fair and efficient
9 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
10 questions of law and fact common to all Employees predominate over any questions affecting only
11 individual Employees. Each Employee in the Class has been damaged and is entitled to recovery
12 by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

13 54. As to the issues raised in this case, a class action is superior to all other methods for
14 the fair and efficient adjudication of this controversy, as joinder of all Class members is
15 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class
16 members. Further, as the economic or other loss suffered by vast numbers of Class members may
17 be relatively small, the expense and burden of individual actions makes it difficult for the Class
18 members to individually redress the wrongs they have suffered. Moreover, in the event
19 disgorgement is ordered, a class action is the only mechanism that will permit the employment of
20 a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in
21 managing this case as a class action, and proceeding on a class-wide basis will permit Employees
22 to vindicate their rights for violations they endured which they would otherwise be foreclosed
23 from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

24 55. Class action treatment will allow those persons similarly situated to litigate their
25 claims in the manner that is most efficient and economical for the parties and the judicial system.
26 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.
27 Plaintiff contemplates the eventual issuance of notice to the proposed Class members that would
28 set forth the subject and nature of the instant action. The Defendants' own business records can be

utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notice is required additional media and/or mailings can be used.

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

57. Plaintiff and the Employees in the Class did not discover the fact that they were entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there any discussion about Plaintiff's and the Class members' waiver of their Constitutional rights of trial by jury, to collectively organize and oppose unlawful pay practices under California law as well as obtain injunctive relief preventing such practices from continuing. As a result, the applicable statutes of limitation tolled until such time as Plaintiff and the Class members discovered their claims.

FIRST CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(Against All Defendants)

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

59. Defendants failed to pay Employees minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with off the clock work, including all the time required to remain on duty and under Defendants' control and during breaks and due to the work demands placed upon them by Defendants' management. Defendants also imposed difficult to attain job and shift scheduling requirements on Plaintiff and the Class

1 members and failed to record meal breaks and required work before and after shift times, which
2 resulted in off the clock work and underpayment of all wages owed to Employees over a period
3 of time, while benefiting Defendants. During the relevant Class Period, Defendants thus regularly
4 failed to pay minimum wages to Plaintiff and the Class members, including by requiring
5 systematic off the clock work. Defendants also failed to pay overtime wages and meal and rest
6 break premiums at the required rates by failing to include all forms of remuneration in the regular
7 rate used to calculate and pay them, as alleged above. Defendants' uniform pattern of unlawful
8 wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a
9 result of implementing a uniform policy and practice that denied accurate compensation to
10 Plaintiff and the other members of the Class as to minimum wage pay.

11 60. In California, employees must be paid at least the then applicable state minimum
12 wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014,
13 and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H)
14 of the applicable IWC Wage Orders defines "Hours Worked" as "the time during which an
15 employee is subject to the control of an employer and includes all the time the employee is
16 suffered or permitted to work, whether or not required to do so." Additionally, pursuant to Labor
17 Code § 204, other applicable laws and regulations, and public policy, an employer must timely
18 pay its employees for all hours worked. Defendants failed to do so.

19 61. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
20 states: "The minimum wage for employees fixed by the commission is the minimum wage to be
21 paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The
22 applicable minimum wage rate fixed by the commission for work during the relevant period is
23 found in the Wage Orders.

24 62. The minimum wage provisions of California Labor Code are enforceable by private
25 civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to
26 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
27 overtime compensation applicable to the employee is entitled to recover in a civil action the
28

1 unpaid balance of the full amount of this minimum wage or overtime compensation, including
2 interest thereon, reasonable attorney's fees and costs of suit."

3 63. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
4 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
5 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
6 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
7 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in
8 the absence of a contractually agreed upon one. The underpayment of wages to Plaintiff and the
9 Class members is and has been a direct consequence of Defendants' unlawful compensation
10 policies and practices, which applied uniformly to the Class members working at locations and
11 work sites throughout California.

12 64. In committing the above-described violations of the California Labor Code,
13 Defendants inaccurately recorded, or required Plaintiff and the Class members to input times that
14 did not reflect their actual hours worked, or calculated the correct time worked and consequently
15 underpaid the actual time worked by Plaintiff and other members of the Class, including by
16 requiring off the clock work and rounding and refusing to pay all incurred overtime, as addressed
17 in detail above. Defendants acted in an illegal attempt to avoid the payment of all earned wages,
18 and other benefits in violation of the California Labor Code, the Industrial Welfare Commission
19 requirements and other applicable laws and regulations. As a result of these violations, Defendants
20 also failed to timely pay all wages earned in accordance with California Labor Code § 1194.

21 65. California Labor Code § 1194.2 also provides for the following remedies: "In any
22 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
23 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
24 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon."

25 66. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
26 1197.1, Plaintiff and Class members are entitled to recover a penalty of \$100.00 for the initial
27 failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to
28 pay each employee minimum wages.

67. Pursuant to California Labor Code § 1194.2, Plaintiff and Class members are further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and interest thereon.

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

69. Wherefore, Plaintiff and the Employee Class members are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other members of the Class further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and/or civil penalties against Defendants, in a sum as provided by the California Labor Code, including § 558, and/or other applicable statutes. To the extent minimum wage compensation is determined to be owed to the Class members who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Class members. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 for failure to pay all wages owed twice monthly and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional, and not in good faith. Further, Plaintiff and other Class members are entitled to seek and recover statutory costs.

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

7 72. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and
8 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
9 Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular
10 hourly rates for hours worked in excess of eight hours in a workday or in excess of forty hours in
11 any workweek or for the first eight hours worked on the seventh day of work in any one
12 workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve hours in any
13 one day or for hours worked in excess of eight hours on any seventh day of work in a workweek.
14 Defendants had a consistent policy of not paying Employees wages for all hours worked,
15 including by requiring off the clock work as addressed above and by under-reporting actual hours
16 worked. With work shifts generally being scheduled for eight hours, this unpaid off the clock work
17 resulted in Plaintiff and the Class members working past eight hours on a shift, which required
18 that they be paid at the correct overtime rate of 1.5 times their regular rate.

19 73. Defendants thus had a consistent policy of not paying Employees wages for all
20 hours worked, including hours at their required regular, overtime, and double-time rates.
21 Defendants required Plaintiff and the Class members to work off the clock to avoid paying all
22 their earned and owed straight time and overtime wages and other benefits, in violation of the
23 California Labor Code, the California Code of Regulations and the IWC Wage Orders and
24 guidelines set forth by the Division of Labor Standards and Enforcement. Defendants also failed to
25 pay all overtime wages by failing to include all forms of remuneration in the regular rate
26 Defendants used to calculate and pay overtime wages.

27 74. Defendants have also violated these provisions by requiring Plaintiff and other
28 similarly situated non-exempt employees to work through meal periods when they were required

1 to be clocked out or to otherwise work off the clock to complete their daily job duties or to attend
2 and participate in company required activities or remain under Defendants' control. Therefore,
3 Employees were not properly compensated, nor were they paid overtime rates for hours worked in
4 excess of eight hours in a given day, and/or forty hours in a given week. Based on information and
5 belief, Defendants did not make available to Employees a reasonable protocol for correcting time
6 records when Employees worked overtime hours or to fix incorrect time entries or those that
7 Defendants unlawfully under-recorded to the Employee's detriment, as Defendants required time
8 records to generally reflect scheduled shift times. Defendants also under-paid Plaintiff and the
9 putative Class members all wages by systematically miscalculating and underpaying overtime
10 wages they earned, as detailed above.

11 75. Defendants' failure to pay Plaintiff and the Class members the unpaid balance of
12 regular wages owed and overtime compensation for all hours worked, as required by California
13 law, violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable
14 IWC Wage Order, and is therefore unlawful.

15 76. Additionally, Labor Code § 558(a) provides "any employer or other person acting
16 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
17 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
18 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
19 pay period for which the employee was underpaid in addition to an amount sufficient to recover
20 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each
21 underpaid employee for each pay period for which the employee was underpaid in addition to an
22 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall
23 be paid to the affected employee." Labor Code § 558(c) states, "the civil penalties provided for in
24 this section are in addition to any other civil or criminal penalty provided by law." Defendants
25 have violated provisions of the Labor Code regulating hours and days of work as well as the IWC
26 Wage Orders. Accordingly, Plaintiff and the Class members seek the remedies set forth in Labor
27 Code § 558.

77. Defendants' failure to pay compensation in a timely fashion also constituted a violation of California Labor Code § 204, which requires that all wages shall be paid semimonthly. From March 4, 2021 to the present, in direct violation of that provision of the California Labor Code, Defendants have failed to pay all wages and overtime compensation earned by Employees. Each such failure to make a timely payment of compensation to Employees constitutes a separate violation of California Labor Code § 204.

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

79. Consequently, pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation for all their hours worked, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes.

THIRD CAUSE OF ACTION

MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

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

81. Employees regularly worked shifts greater than five hours and in some instances, greater than ten hours. Pursuant to Labor Code § 512, and paragraph 11 of the applicable IWC Wage Order, an employer may not employ someone for a shift of more than five hours without

1 providing him or her with a meal period of not less than thirty minutes or for a shift of more than
2 ten hours without providing him or her with a second meal period of not less than thirty minutes.

3 82. Defendants failed to provide Employees with meal periods as required under the
4 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required
5 to work or to otherwise remain under Defendants' control during meal periods and were not
6 permitted to leave the premises, or Defendants provided them after Employees worked beyond the
7 fifth hour of their shifts or Employees otherwise had them shortened and interrupted by work
8 demands and requirements to remain under Defendants' control during off the clock time.
9 Furthermore, upon information and belief, on the occasions when Employees worked more than
10 ten hours in a given shift, they did so without receiving a second uninterrupted thirty-minute meal
11 period as required by law.

12 83. Defendants thus failed to provide Plaintiff and the Class members with meal
13 periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order,
14 including by not providing them with the opportunity to take meal breaks, by providing them late
15 or for less than thirty minutes, or by requiring them to perform work during breaks.

16 84. Moreover, Defendants failed to compensate Employees for each meal period not
17 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
18 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
19 employee a meal period in accordance with this section, the employer shall pay the employee one
20 hour of pay at the employee's regular rate of compensation for each workday that the meal period
21 is not provided. In the event Defendants did pay a meal period premium for a meal period
22 violation, as addressed above they failed to include all forms of remuneration in the regular rate at
23 which the premium was paid. Defendants failed to compensate the Employees in the Class for
24 each meal period not provided or inadequately provided, as required under Labor Code § 226.7
25 and paragraphs 11 and 20 of the applicable IWC Wage Order.

26 85. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the
27 applicable IWC Wage Order, Employees in the Class are entitled to damages in an amount equal
28 to one hour of wages at their effective hourly rates of pay for each meal period not provided or

deficiently provided, a sum to be proven at trial, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code and other statutes and applicable IWC Wage Order paragraphs.

FOURTH CAUSE OF ACTION

REST-BREAK LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

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

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

88. Employees consistently worked consecutive four hour shifts and were generally scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for each consecutive four hour shift, and Defendants failed to provide Employees with timely rest breaks of not less than ten minutes for each consecutive four hour shift. Defendants made no efforts to authorize and permit rest breaks or otherwise schedule them, and Employees were often required to work or to otherwise remain under Defendants' control during rest periods, and had breaks provided untimely as a result of the above described off the clock work. Plaintiff and the Class members were also not permitted to leave their work premises during any rest breaks they were able to take.

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

90. Defendants, and each of them, have therefore intentionally and improperly denied rest periods to Plaintiff and the Class members in violation of Labor Code §§ 226.7 and 512 and

1 paragraph 12 of the applicable IWC Wage Orders.

2 91. Defendants failed to authorize and permit Plaintiff and the Class members to take
3 rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees
4 with an additional hour of pay at each Employee's hourly rate for each day that Defendants failed
5 to provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs
6 12 and 20 of the applicable IWC Wage Orders. To the extent Defendants did pay any rest break
7 premiums, Defendants failed to include all forms of remuneration in the regular hourly rate used to
8 calculate and pay them.

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

14 **FIFTH CAUSE OF ACTION**
15 **VIOLATION OF LABOR CODE § 226(a)**
16 **(Against All Defendants)**

17 93. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
18 full herein.

19 94. California Labor Code § 226(a) requires an employer to furnish each of his or her
20 employees with an accurate, itemized statement in writing showing the gross and net earnings,
21 total hours worked, and the corresponding number of hours worked at each hourly rate; these
22 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
23 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
24 statements may be given to the employee separately from the payment of wages; in either case the
25 employer must give the employee these statements twice a month or each time wages are paid.

26 95. Defendants failed to provide Plaintiff and the similarly situated Employee Class
27 members with accurate itemized wage statements in writing, as required by the Labor Code and
28 paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements given to

1 Employees by Defendants failed to accurately account for wages, overtime, and premium pay,
2 including by failing to pay for all hours worked, failing to pay for all overtime hours worked and
3 for providing deficient meal periods and rest breaks, all of which Defendants knew or reasonably
4 should have known were owed to the Employees, as alleged above.

5 96. Defendants also provided Plaintiff and the Class members with wage statements
6 that failed to accurately report all hours worked and applicable hourly rates for all hours worked.
7 Plaintiff and the Employees in the Class were unable to discern from their wage statements alone
8 the actual hours they worked in total during a pay period.

9 97. Throughout the liability period, Defendants intentionally failed to furnish to
10 Plaintiff and the Class members, upon each payment of wages, itemized statements accurately
11 showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-
12 rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net
13 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
14 the employee and only the last four digits of his or her social security number or an employee
15 identification number other than a social security number, (8) the name and address of the legal
16 entity that is the employer and (9) all applicable hourly rates in effect during the pay period and
17 the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor
18 Code § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory
19 requirements. Defendants knowingly and intentionally failed to provide Plaintiff and the Class
20 members with such timely and accurate wage and hour statements.

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

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

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

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

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

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

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

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

103. Defendants unlawfully received and/or collected wages from the Employees in the Class by implementing a policy understating the hours worked by Employees and requiring off the clock work, and also by miscalculating and underpaying overtime and meal and rest break premiums, as otherwise alleged above.

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

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

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

106. Labor Code § 204 instructs that: “All wages, ...earned by any person in any employment are due and payable twice during each calendar month, on days designated in 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 the 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.” Additionally, the requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven

1 calendar days following the close of the payroll period.” As detailed above, Defendants
2 maintained a consistently applied policy and practice of not paying all wages earned between the
3 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned
4 between the 16th and the last day of the month between the 1st and 10th day of the following month.
5 This included failing to pay all wages due and owing to Plaintiff and the Class members for all
6 hours they worked.

7 107. All wages due and owing to Plaintiff and the Class members, including as required
8 under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages
9 required by Labor Code § 1194 and other sections became due and payable to each employee in
10 each pay period that he or she was not provided with a meal period or rest period or paid straight
11 or overtime wages to which he or she was entitled.

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

21 109. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to
22 represent have been deprived of wages in amounts to be determined at trial, and they are entitled
23 to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs,
24 pursuant to Labor Code § 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the
25 applicable IWC Wage Orders.

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27 ///

28 ///

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

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

111. Plaintiff and numerous Class members are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom.

112. Defendants failed to pay Plaintiff, and upon information and belief the other Employees, all wages due and certain at the time of termination or within seventy-two (72) hours of resignation, as addressed in detail above.

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

114. Defendants failed to pay these Class members without abatement, all wages as defined by applicable California law. Among other things, these Employees were not paid all regular and overtime wages, including by Defendants failing to pay for all hours worked or requiring off the clock work or by unlawfully under-recording time entries and miscalculating and underpaying wages, and Defendants failed to pay premium wages owed for unprovided meal periods and rest periods, or miscalculated and underpaid those they did pay, as further detailed in this Complaint. Defendants' failure to pay said wages within the required time was willful within the meaning of Labor Code § 203.

115. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers are required "to pay each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Plaintiff on behalf of these Class members may therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC Wage Orders. Also, under Labor Code § 1199(a)-(c), it is a misdemeanor and

1 Defendants are subject to a fine of not less than \$100 for causing Employees “to work for longer
2 hours than those fixed, or under conditions of labor prohibited by an order of the commission” or
3 if the employer pays “a wage less than the minimum fixed by an order of the commission” or
4 “violates...any provision of this chapter or any order or ruling of the commission.”

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

9 **NINTH CAUSE OF ACTION**

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

11 **(Against All Defendants)**

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

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

18 119. During the course of Plaintiffs and Employees’ employment, Defendants
19 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as
20 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages,
21 overtime, and premium pay as discussed above.

22 120. Defendants are also required by the California Labor Code § 1198 and the
23 applicable Wage Order to maintain a tracking system that accurately records the times at which
24 Employees works.

25 121. Defendants have maintained a common unlawful policy and practice of failing to
26 record or to accurately record meal breaks. At all times relevant hereto, Defendants had
27 maintained an unlawful uniform policy and practice of not recording the actual meal break times
28 recorded by the Employees and then automatically deducting 30 minutes as though Defendants’

1 Employees took timely and compliant meal breaks when they in fact did not.

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

4 123. Accordingly, Defendants are liable for civil penalties pursuant to the California
5 Labor Code including § 1174.5 for the relevant period.

6 **TENTH CAUSE OF ACTION**

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

8 **(Against All Defendants)**

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

11 125. Pursuant to California Labor Code § 226, current and former employees have the
12 right to inspect or receive a copy of their records pertaining to their employment, upon reasonable
13 request to their employer. Under this statute, an employer that receives a request to inspect or
14 receive a copy of records pertaining to a current or former employee must comply with the request
15 as soon as practicable, but no later than twenty-one (21) calendar days from the date of the
16 request..

17 126. Pursuant to California Labor Code § 1198.5(a), every current and former employee,
18 or his or her representative, has the right to inspect and receive a copy of the personnel records
19 that the employer maintains relating to the employee's performance or to any grievance concerning
20 the employee. Under this statute, upon written request from a current or former employee or his or
21 her representative, an employer must make the contents of those personnel records available for
22 inspection or provide a copy of the personnel records to the current or former employee, or his or
23 her representative, not later than thirty (30) calendar days from the date the employer receives the
24 written request, subject to some limited exceptions. Failure to comply with these requests allows
25 for a civil penalty seven hundred fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k) and
26 226(f).

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

1 records as of the date of this Complaint

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

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

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

9 131. Pursuant to California Labor Code § 226(f), Plaintiff is entitled to a penalty of
10 seven hundred fifty dollars (\$750) from Defendants and attorneys' fees and cost.

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

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

17 133. Plaintiff is informed and believes and based thereon alleges that throughout the
18 period applicable, Defendants required Plaintiff and the Class members to pay for necessary work
19 related expenses they incurred. Defendants required Plaintiff and the Class members to wear
20 company uniforms during their work shifts, including his shirts and pants. While Defendants
21 provided these to Class members, upon information and belief, Defendants provided no way for
22 them to clean and maintain the uniforms through their employer. Instead, Plaintiff and the Class
23 members were required to pay to clean and maintain these uniforms with their own money, and
24 Defendants failed to reimburse the funds incurred to wear and maintain the uniforms Defendants
25 required them to wear when working. Plaintiff and the Class members must be reimbursed for
26 these necessary business expenses under Labor Code § 2802 and Defendants systematically failed
27 to do so.

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

5 135. Defendants' knowing and willful failure to reimburse lawful necessary work related
6 expenses and losses to Plaintiff and the Class members resulted in damages because, among other
7 things, Defendants did not inform employees of their right to be reimbursed for those work related
8 expenses. As Defendants failed to inform and misled Plaintiff and the Class members with regard
9 to their rights, Plaintiff and the Class members were led to believe that incurring those lawful and
10 necessary expenses was an expected and essential function of their employment with Defendants
11 and that failure to incur those expenses would have adverse consequences on their employment.

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

18 **TWELFTH CAUSE OF ACTION**

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

20 **(Against All Defendants)**

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

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

27 138. Plaintiff is a "person" within the meaning of Business & Professions Code
28 § 17204, have suffered injury, and therefore has standing to bring this cause of action for

1 injunctive relief, restitution, and other appropriate equitable relief.

2 139. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
3 business practices. By the conduct alleged herein, Defendants' practices were deceptive and
4 fraudulent in that Defendants' policy and practice failed to provide the required amount of
5 compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiff and
6 Class members for all hours worked, due to systematic business practices as alleged herein that
7 cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare
8 Commission requirements in violation of California Business and Professions Code §§ 17200, *et*
9 *seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California
10 Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

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

18 141. Defendants have violated statutes and public policies. Through the conduct alleged
19 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
20 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
21 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff,
22 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
23 guaranteed to all employees under the law. Defendants' conduct, as alleged above, constitutes
24 unfair competition in violation of the Business & Professions Code § 17200 *et seq.*

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

1 143. By the conduct alleged herein, Defendants have engaged and continue to engage in
2 a business practice which violates California and federal law, including but not limited to, the
3 applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor
4 Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this Court
5 should issue declaratory and other equitable relief pursuant to California Business & Professions
6 Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair
7 competition, including restitution of wages wrongfully withheld.

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

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

17 **THIRTEENTH CAUSE OF ACTION**

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

19 **(Against All Defendants)**

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

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

26 148. In failing to pay Aggrieved Employees minimum wages and overtime, not
27 providing proper meal and rest periods, failing to provide accurate itemized wage statements, and
28 failing to pay Employees wages upon termination or timely upon resignation, all discussed above,

1 Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required
2 under Labor Code § 204. Defendants also failed to maintain records showing accurate hours
3 worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and
4 paragraph 7 of the applicable IWC Wage Orders.

5 149. As such, Employees seek wages and penalties under Labor Code §§ 2698 and 2699
6 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5,
7 including the penalty provisions, without limitation, based, inter alia, on the following California
8 Labor Code sections: 201, 202, 203, 204, 206.5, 226, 226.2, 226.7, 432.5, 510, 512, 558, 1174,
9 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2698 *et seq.*

10 150. More specifically, after complying with the notice procedures of Labor Code §
11 2699.3, Plaintiff asserts, as a representative action on behalf of the California Attorney General
12 and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed
13 underlying claims and seeking penalties as specified by the applicable corresponding provisions,
14 including as follows:

15 (a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all
16 earned regular pay and minimum wages for regular hours worked and for failure to pay overtime
17 premium wages for overtime hours worked under Labor Code §§ 226.2, 510, 1194(a), 1197, and
18 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking
19 all civil and statutory penalties available and applicable, and wages, under Labor Code §§ 510,
20 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant
21 to Labor Code § 2699(g)(1);

22 (b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved
23 Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to
24 take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under
25 Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC
26 Wage Order(s) seeking all civil and statutory penalties available and applicable, including under
27 paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512,
28 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs

pursuant to Labor Code § 2699(g)(1);

(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

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

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

1 (f) Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave: For
2 Defendants' failure to provide Employees with all their required and earned sick days and all their
3 COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil
4 and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5,
5 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to
6 Labor Code § 2699(g)(1);

7 (g) Failure to Provide Suitable Seating: For the above addressed violations of
8 paragraph 14 of the applicable IWC Wage Orders constituting violations of Labor Code § 1198
9 and Labor Code § 2699.5, and the civil and statutory penalties available and applicable under
10 Labor Code § 2699(f)(2) and paragraphs 14 and 20 of the applicable IWC Wage Orders, and also
11 attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and

12 (h) All Alleged Violations of the IWC Wage Orders and Other Labor Code Sections:
13 For any above addressed violation of the applicable provisions of the IWC Wage Orders, each of
14 which constitute separate violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking
15 penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the
16 applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code §
17 2699(g)(1).

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

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

25 (b) If upon inspection or investigation the Labor Commissioner determines that a
26 person had paid or caused to be paid a wage for overtime work in violation of any provision of this
27 chapter, or any provision regulating hours and days of work in any order of the Industrial Welfare
Commission, the Labor Commissioner may issue a citation. The procedures for issuing, contesting,
and enforcing judgments for citations or civil penalties issued by the Labor Commissioner for a
violation of this chapter shall be the same as those set out in Section 1197.1.

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

152. Plaintiff has exhausted his administrative remedies by submitting a certified letter to the LWDA and Defendants on August 18, 2023 (LWDA Case No. LWDA-CM-976337-23) addressing in detail the specific provisions of the Labor Code Defendants have violated and addressing the facts and legal theories to support the alleged violations and requested penalties. The LWDA has not provided notice of its intent to investigate the alleged violations within 65 calendar days of the postmark date of the letter, and Plaintiff adds this claim seeking penalties under the PAGA for the violations addressed herein and in the PAGA Notice letter and the original Complaint.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation starting from March 4, 2021, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, starting from March 4, 2021 and according to proof;
4. For compensatory damages in the amount of all unpaid wages, including overtime and double-time pay, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor starting from March 4, 2021, as may be proven;
6. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were not provided or were deficiently provided where no premium pay was paid therefor starting from March 4, 2021 as may be proven;
7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
8. For restitution and/or damages and penalties for Defendants' failure to pay all wages due twice monthly under Labor Code § 204, as may be proven;

1 9. For restitution and/or damages for all amounts unlawfully withheld from the wages
2 for all class members in violation of Labor Code § 221, as may be proven;

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

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

7 12. For liquidated damages pursuant to California Labor Code 1194.2(a) for failure to
8 pay minimum wage;

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

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

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

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

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

17 18. For penalties under Labor Code § 558, as may be proven;

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

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

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

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

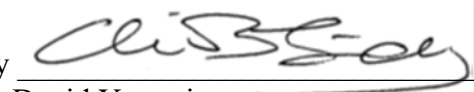
22 23. For an award of attorneys' fees; and

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

24 DATED: December 21, 2023

D.LAW, INC.

25 By



26 David Yeremian

Alvin B. Lindsay

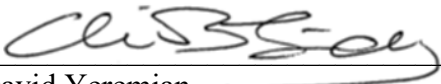
27 Attorneys for Plaintiff BADER AQIL,
28 on behalf of himself and others similarly
situated

DEMAND FOR JURY TRIAL

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

DATED: December 21, 2023

D.LAW, INC.

By 
David Yeremian
Alvin B. Lindsay
Attorneys for Plaintiff BADER AQIL,
on behalf of himself and others similarly
situated

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

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[X] (COURTESY COPY BY ELECTRONIC TRANSMISSION) by use of email by scanning the documents and any and all documents and emailing them to email addresses above transmission.

[] (BY ELECTRONIC SERVICE) I caused the document(s) described herein to be served on the person(s) noted above by electronic mail to their E-mail address(es) listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. [Pursuant to Civil Code Procedure 1010.6]

Executed on December 21, 2023, at Glendale, California.

Sasha Zambrano