

Natalie Haritounian (SBN 324318)
Eve Howe (SBN 350007)
D.LAW, INC.
250 N. Madison Ave., 2nd Floor
Pasadena, CA 91101
Telephone: (818) 962-6465
Fax: (818) 962-6469
Emails: n.haritounian@d.law, e.howe@d.law

Attorneys for Plaintiff JAMES URSUA,
on behalf of himself and others similarly situated

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

JAMES URSUA, an individual, on behalf of
himself and others similarly situated,

Plaintiff,

v.

STONEFIRE GRILL, INC., a California
corporation; STONEFIRE GRILL 1, INC., a
California corporation; STONEFIRE GRILL 2,
INC., a California corporation; STONEFIRE
GRILL 3, INC., a California corporation;
STONEFIRE GRILL 4, INC., a California
corporation; STONEFIRE GRILL 5, INC., a
California corporation; STONEFIRE GRILL 6,
INC., a California corporation; STONEFIRE
GRILL 7, INC., a California corporation;
STONEFIRE GRILL 8, INC., a California
corporation; STONEFIRE GRILL 9, INC., a
California corporation; STONEFIRE GRILL
10, INC., a California corporation;
STONEFIRE GRILL 11, INC., a California
corporation; STONEFIRE GRILL 12, INC., a
California corporation; STONEFIRE GRILL
13, INC., a California corporation;
STONEFIRE GRILL 14, INC., a California
corporation; STONEFIRE GRILL 15, INC., a
California corporation; STONEFIRE GRILL
CATERING, INC., a California corporation;
STONEFIRE GRILL RESTAURANT
MANAGEMENT, INC., a California
corporation; DANIEL BONOFF, an individual;
and DOES 1 through 50, inclusive,

Defendants.

Case No.:

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Under Labor
Code § 510;
3. Failure to Pay Reporting Time Pay;
4. Meal Period Liability Under Labor Code
§ 226.7;
5. Rest Break Liability Under Labor Code
§ 226.7;
6. Failure to Provide Accurate Wage
Statements Under Labor Code § 226(a);
7. Failure to Timely Pay Wages Upon
Termination Under Labor Code § 203;
8. Failure to Timely Pay Wages When Due
Under Labor Code § 204;
9. Failure to Keep Required Payroll
Records under Labor Code §§ 1174 and
1174.5;
10. Failure to Reimburse Necessary Business
Expenses § 2802; and
11. Violation of Business & Professions
Code
§ 17200 *et seq.*

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiff JAMES URSUA (“Plaintiff”) brings this action on behalf of himself and the Class Members who are defined as “all current and former employees within the State of California who, at any time from four (4) years prior to the filing of this lawsuit, are or were employed as non-exempt hourly employees by Defendants STONEFIRE GRILL, INC.; STONEFIRE GRILL 1, INC.; STONEFIRE GRILL 2, INC.; STONEFIRE GRILL 3, INC.; STONEFIRE GRILL 4, INC.; STONEFIRE GRILL 5, INC.; STONEFIRE GRILL 6, INC.; STONEFIRE GRILL 7, INC.; STONEFIRE GRILL 8, INC.; STONEFIRE GRILL 9, INC.; STONEFIRE GRILL 10, INC.; STONEFIRE GRILL 11, INC.; STONEFIRE GRILL 12, INC.; STONEFIRE GRILL 13, INC.; STONEFIRE GRILL 14, INC.; STONEFIRE GRILL 15, INC.; STONEFIRE GRILL CATERING, INC.; STONEFIRE GRILL RESTAURANT MANAGEMENT, INC.; DANIEL BONOFF, an individual; and DOES 1 through 50” (all defendants being collectively referred to herein as “Defendants”).

2. Plaintiff alleges that Defendants, and each of them, violated various provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission (IWC), and the California Business & Professions Code, and seeks redress for these violations.

3. Upon information and belief, Plaintiff was employed by Defendants and (1) shared similar job duties and responsibilities; (2) was subjected to the same policies and practices; and (3) endured similar violations at the hands of Defendants as the other Class Members who served in similar and related positions.

THE PARTIES

A. The Plaintiff

4. Plaintiff JAMES URSUA resides in California, during the time period relevant to this Complaint, was employed by Defendants as a non-exempt hourly employee within the State of California.

B. The Defendants

5. Defendant STONEFIRE GRILL 6, INC. is a California corporation and lists its principal address with California Secretary of State as 650 Sierra Madre Villa Ave., Suite 300,

1 Pasadena, CA 91107, which is in Los Angeles County, California. Defendant STONEFIRE GRILL
2 6, INC. is listed as an employer on Plaintiff's wage statements during the relevant time period that
3 Plaintiff was employed with Defendants. Plaintiff is informed and believes, and thereupon alleges,
4 that STONEFIRE GRILL 6, INC. conducts business in Los Angeles County, and throughout
5 California, and employed, and continues to employ, individuals (including Plaintiff and Class
6 members) in Los Angeles County, and throughout California. Upon information and belief,
7 STONEFIRE GRILL 6, INC. acted as an integrated enterprise with the other Defendants.

8 6. Defendant STONEFIRE GRILL, INC. is a California corporation and is registered
9 with the California Secretary of State. Upon information and belief, Defendant STONEFIRE
10 GRILL, INC. acted as an integrated enterprise with the other Defendants.

11 7. Defendant STONEFIRE GRILL 1, INC. is a California corporation and is registered
12 with the California Secretary of State. Upon information and belief, Defendant STONEFIRE GRILL
13 1, INC. acted as an integrated enterprise with the other Defendants.

14 8. Defendant STONEFIRE GRILL 2, INC. is a California corporation and is registered
15 with the California Secretary of State. Upon information and belief, Defendant STONEFIRE GRILL
16 2, INC. acted as an integrated enterprise with the other Defendants.

17 9. Defendant STONEFIRE GRILL 3, INC. is a California corporation and is registered
18 with the California Secretary of State. Upon information and belief, Defendant STONEFIRE GRILL
19 3, INC. acted as an integrated enterprise with the other Defendants.

20 10. Defendant STONEFIRE GRILL 4, INC. is a California corporation and is registered
21 with the California Secretary of State. Upon information and belief, Defendant STONEFIRE GRILL
22 4, INC. acted as an integrated enterprise with the other Defendants.

23 11. Defendant STONEFIRE GRILL 5, INC. is a California corporation and is registered
24 with the California Secretary of State. Upon information and belief, Defendant STONEFIRE GRILL
25 5, INC. acted as an integrated enterprise with the other Defendants.

26 12. Defendant STONEFIRE GRILL 7, INC. is a California corporation and is registered
27 with the California Secretary of State. Upon information and belief, Defendant STONEFIRE GRILL
28 7, INC. acted as an integrated enterprise with the other Defendants.

1 13. Defendant STONEFIRE GRILL 8, INC. is a California corporation and is registered
2 with the California Secretary of State. Upon information and belief, Defendant STONEFIRE GRILL
3 8, INC. acted as an integrated enterprise with the other Defendants.

4 14. Defendant STONEFIRE GRILL 9, INC. is a California corporation and is registered
5 with the California Secretary of State. Upon information and belief, Defendant STONEFIRE GRILL
6 9, INC. acted as an integrated enterprise with the other Defendants.

7 15. Defendant STONEFIRE GRILL 10, INC. is a California corporation and is
8 registered with the California Secretary of State. Upon information and belief, Defendant
9 STONEFIRE GRILL 10, INC. acted as an integrated enterprise with the other Defendants.

10 16. Defendant STONEFIRE GRILL 11, INC. is a California corporation and is
11 registered with the California Secretary of State. Upon information and belief, Defendant
12 STONEFIRE GRILL 11, INC. acted as an integrated enterprise with the other Defendants.

13 17. Defendant STONEFIRE GRILL 12, INC. is a California corporation and is
14 registered with the California Secretary of State. Upon information and belief, Defendant
15 STONEFIRE GRILL 12, INC. acted as an integrated enterprise with the other Defendants.

16 18. Defendant STONEFIRE GRILL 13, INC. is a California corporation and is
17 registered with the California Secretary of State. Upon information and belief, Defendant
18 STONEFIRE GRILL 13, INC. acted as an integrated enterprise with the other Defendants.

19 19. Defendant STONEFIRE GRILL 14, INC. is a California corporation and is
20 registered with the California Secretary of State. Upon information and belief, Defendant
21 STONEFIRE GRILL 14, INC. acted as an integrated enterprise with the other Defendants.

22 20. Defendant STONEFIRE GRILL 15, INC. is a California corporation and is
23 registered with the California Secretary of State. Upon information and belief, Defendant
24 STONEFIRE GRILL 15, INC. acted as an integrated enterprise with the other Defendants.

25 21. Defendant STONEFIRE GRILL CATERING, INC. is a California corporation and
26 is registered with the California Secretary of State. Upon information and belief, Defendant
27 STONEFIRE GRILL CATERING, INC. acted as an integrated enterprise with the other Defendants.

28 22. Defendant STONEFIRE GRILL RESTAURANT MANAGEMENT, INC. is a

1 California corporation and is registered with the California Secretary of State. Upon information
2 and belief, Defendant STONEFIRE GRILL RESTAURANT MANAGEMENT, INC. acted as an
3 integrated enterprise with the other Defendants.

4 23. Plaintiff is informed and believes Defendant DANIEL BONOFF is a natural person
5 who employed Plaintiff and the Class Members.

6 24. At all times herein mentioned, Defendants STONEFIRE GRILL, INC.; STONEFIRE
7 GRILL 1, INC.; STONEFIRE GRILL 2, INC.; STONEFIRE GRILL 3, INC.; STONEFIRE GRILL
8 4, INC.; STONEFIRE GRILL 5, INC.; STONEFIRE GRILL 6, INC.; STONEFIRE GRILL 7, INC.;
9 STONEFIRE GRILL 8, INC.; STONEFIRE GRILL 9, INC.; STONEFIRE GRILL 10, INC.;
10 STONEFIRE GRILL 11, INC.; STONEFIRE GRILL 12, INC.; STONEFIRE GRILL 13, INC.;
11 STONEFIRE GRILL 14, INC.; STONEFIRE GRILL 15, INC.; STONEFIRE GRILL CATERING,
12 INC.; and STONEFIRE GRILL RESTAURANT MANAGEMENT, INC. are referred to as (the
13 “Companies”).

14 25. Plaintiff is informed and believes and thereon alleges that the Companies acted in all
15 respects pertinent to this action as an integrated enterprise. Upon information and belief, the
16 Companies share common management, an interrelationship between operations, a centralized
17 control of labor relations and common ownership or financial control.

18 26. Plaintiff is informed and believes and based thereon alleges that DANIEL
19 BONOFF is a natural person who is the owner, director, officer, or managing agent of the
20 Companies, who violated, or caused to be violated, the Labor Code Sections alleged herein, and is
21 liable under Labor Code §558.1.

22 27. Plaintiff is informed and believes and thereon alleges that Defendant DANIEL
23 BONOFF, at all times relevant to this complaint, was the alter ego of the Companies. Plaintiff
24 alleges, upon information and belief, that Defendant DANIEL BONOFF, either individually or with
25 members of his family, owned, controlled, and dominated the Companies; that he commingled the
26 funds of the Companies with his personal assets, as well as the assets of other entities owned in
27 whole or in part by them; that the failed to segregate the funds of these separate entities; that they
28 wrongly diverted corporate funds or assets to non-corporate uses; that he treated the assets of the

1 Companies as his own; that he held himself out as being personally liable for the debts of the
2 Companies; that he failed to maintain minutes or adequate corporate records and confused the
3 records of various entities; that he used the same office or business location and employed the same
4 employees and attorneys for all entities; that he failed to adequately capitalize the Companies; that
5 he used the Companies as a mere shell, instrumentality, or conduit for the business of an individual
6 or individuals, namely, himself and his family; that he disregarded legal formalities and failed to
7 maintain arm's-length relationships among related entities; that he used the corporate entity to
8 procure labor, services, and merchandise for himself or other entities; that he diverted assets from
9 the Companies to the detriment of creditors, or manipulated assets and liabilities between entities
10 so as to concentrate the assets in one and the liabilities in another; that he used the Companies as
11 subterfuges of illegal transactions; and that he formed and used the Companies to transfer to it his
12 existing liabilities. Plaintiff further avers that recognizing the acts and conduct described in this
13 complaint as those only of the Companies would promote an inequitable and unjust result, namely,
14 the deprivation of Plaintiff's fundamental rights under the Labor Code, as described herein.

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

23 29. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
24 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out
25 a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each
26 Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all
27 respects as the employers or joint employers of Class Members. Defendants, and each of them,
28 exercised control over the wages, hours or working conditions of Class Members, or suffered or

1 permitted Class Members to work, or engaged, thereby creating a common law employment
2 relationship, with Class Members. Therefore, Defendants, and each of them, employed or jointly
3 employed Class Members.

4 30. Whenever and wherever reference is made in this Complaint to any act by a
5 defendant or defendants, such allegations and references shall also be deemed to mean the acts and
6 failures to act of each defendant acting individually, jointly, and severally.

7 31. Whenever and wherever reference is made to individuals who are not named as a
8 Defendant in this Complaint but were agents, servants, employees and/or supervisors of Defendants,
9 such individuals at all relevant times acted on behalf of Defendants within the scope of their
10 employment.

11 **JURISDICTION AND VENUE**

12 32. This Court has jurisdiction over this Action pursuant to California Code of Civil
13 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as
14 a Class Action on behalf of similarly situated Class Members of Defendants pursuant to California
15 Code of Civil Procedure § 382.

16 33. Venue is proper in Los Angeles County under Code of Civil Procedure §§ 395(a)
17 and 395.5, in that liability arose there because at least some of the transactions that are the subject
18 matter of this Complaint occurred therein and/or each Defendant either is found, maintains offices,
19 transacts business, and/or has an agent therein, including at their principal address in Pasadena, CA.

20 **FACTUAL BACKGROUND**

21 34. Class Members consistently worked at Defendants behest without being paid all
22 wages due. Class Members were either not paid by Defendants for all hours worked or were not
23 paid at the appropriate minimum, regular and overtime rates. Plaintiff also contends that Defendants
24 failed to pay Class Members all wages due and owing, including by requiring off the clock work;
25 failing to pay required reporting time pay; failing to provide sufficient compensation for on-call
26 time; failing to provide meal and rest breaks; and failing to pay meal and rest break premiums, all
27 in violation of various provisions of the California Labor Code and applicable Wage Orders.

28 35. During the course of Plaintiff and Class Members' employment with Defendants,

1 they were not paid all wages they were owed, including for all work performed resulting in off the
2 clock work. Defendants required Class Members to perform off the clock work that they were not
3 compensated for despite being subject to Defendants' control. Off-the-clock work thus occurred in
4 one or more of the following manners:

- 5 (a) Plaintiff and Class Members were required to run errands, pick up trash, and
6 open doors for guests for 20 minutes or more before being able to clock in at
7 the beginning of the day.
- 8 (b) On occasion, Plaintiff and Class Members were required to come in up to an
9 hour early to attend meetings before being able to clock in.
- 10 (c) Plaintiff and Class Members were required to perform closing tasks including
11 cleaning and locking up for 20 minutes or more after clocking out at the end
12 of the day.
- 13 (d) Plaintiff and Class Members were required, on occasion, to speak to or text
14 supervisors off-the-clock on their cellphones.
- 15 (e) On occasion, Plaintiff and Class Members were required to be on-call or on
16 stand-by. On such occasions, Plaintiff and Class Members had to remain
17 within 30 minutes of their jobsite in order to report to work if called in, and
18 would face retaliation by Defendants if they refused.
- 19 (f) Plaintiff and Class Members were required to clock out for meal periods but
20 then continue working and take their meal periods later. When meal periods
21 were ultimately provided late, Plaintiff and Class Members received less than
22 thirty (30) minutes of duty-free, uninterrupted time to eat before they were
23 forced to return to work, meaning that any pre-recorded meal period of at
24 least thirty (30) minutes inaccurately recorded the duration of meal periods
25 that did occur, resulting in uncompensated time.
- 26 (g) Finally, Defendants intentionally and improperly changed, adjusted, and/or
27 modified the clock entries of Plaintiff and Class Members to their detriment.

28 36. Moreover, Defendants had a consistent policy and practice of unlawfully rounding

1 hours worked to the detriment of the Class Members. Rather than paying Class Members for all
2 hours and minutes they actually worked, Defendants followed a uniform policy and practice of
3 rounding all time entries to the nearest quarter-hour or half-hour (i.e. to the nearest 15-minute or 30-
4 minute time increment), and generally did so to the detriment of the Class Members, and Plaintiff
5 contend this policy is not neutral and resulted, over time, to the detriment of the Class Members by
6 systematically under-compensating them. Rather than reflecting the actual hours worked by Class
7 Members, the time entries were rounded and reduced to reflect the scheduled work time rather than
8 the actual hours worked. These unlawfully rounded time entries were inputted into Defendants'
9 payroll system from which wage statements and payroll checks were created.

10 37. Additionally, Defendants required Plaintiff and the Class Members to, on occasion,
11 report to work, only to be sent home in under two hours because they were not needed. On such
12 days when Defendants required Plaintiff and the Class Members to come into work and then sent
13 them home after working less than half of a shift, they were not paid required reporting time wages.

14 38. By implementing policies, programs, practices, procedures and protocols,
15 Defendants' willful actions resulted in the systematic underpayment of wages to Class Members,
16 including underpayment of overtime pay to Class Members over the relevant time period. For
17 example, Plaintiff began receiving overtime pay later than he should have as a result of Defendants
18 requiring him to work off the clock.

19 39. As a result of the above-described requirements to work off the clock and the other
20 wage violations they endured at Defendants' hands, Class Members were not properly paid all wages
21 earned and all wages owed to them by Defendants, including when working more than eight (8)
22 hours in any given day and/or more than forty (40) hours in any given week.

23 40. As a result of Defendants' unlawful policies and practices, Class Members incurred
24 overtime hours worked for which they were not adequately and completely compensated, in addition
25 to the hours they were required to work off the clock. To the extent applicable, Defendants also
26 failed to pay Class Members at an overtime rate of 1.5 times the regular rate for the first eight hours
27 of the seventh consecutive workday in a week and overtime payments at the rate of two times the
28 regular rate for hours worked over eight (8) on the seventh consecutive work day, as required under

1 the Labor Code and applicable IWC Wage Orders.

2 41. Therefore, from at least four (4) years prior to the filing of this lawsuit and continuing
3 to the present, Defendants had a consistent policy or practice of failing to pay Class Members for
4 all hours worked and failing to pay minimum wages for all time worked, as required by California
5 law. Defendants thus failed to pay Class Members at least minimum wages for all the time they
6 worked for Defendants in violation of the Labor Code and applicable IWC Wage Orders as the
7 actual times when Class Members were under the control and direction of Defendants was under
8 reported in the hours reflected on the timekeeping records. Furthermore, Defendants' willful actions
9 resulted in the systematic underpayment of wages to Class Members, including underpayment of
10 overtime pay to Class Members over a period of time.

11 42. Additionally, Defendants failed to provide all the legally required unpaid, off-duty
12 meal periods to Class Members, as required by the applicable Wage Order and Labor Code. Class
13 Members were required to perform work as ordered by Defendants for more than five (5) hours
14 during a shift but were often required to do so without receiving a lawful and timely meal break.
15 Class Members were also required to perform work as ordered by Defendants for more than ten (10)
16 hours during a shift but were often required to do so without receiving a second lawful and timely
17 meal break. When Plaintiff and Class Members did ultimately receive meal breaks, they were not
18 before the end of the 5th hour of work, duty-free, uninterrupted, and at least thirty (30) minutes.
19 Specifically, Plaintiff and Class Members were often forced to clock out for an on-time meal break,
20 but then continue working and not take an actual meal break until after the 5th hour of work. Further,
21 Plaintiff and Class Members were required to wear earpieces and were frequently interrupted with
22 work demands during meal breaks. Finally, Plaintiff and Class Members were not permitted to leave
23 the premises during meal breaks. Defendants placed their needs over Class Members lawful meal
24 breaks and this resulted in Class Members often having to work through their scheduled meal breaks,
25 or otherwise take shortened ones, because the demands of the job would not avail them the
26 opportunity to take a lawfully uninterrupted and off duty meal break.

27 43. As a result, Defendants' failure to provide Class Members with all legally required
28 off-duty, unpaid meal periods is and will be evidenced by Defendants' business records, or lack

1 thereof. Defendants also failed to pay Class Members “premium pay,” i.e. one hour of wages at each
2 Class Member’s effective hourly rate of pay, for each meal period that Defendants failed to provide
3 or deficiently provided.

4 44. Therefore, for at least four years prior to the filing of this action through the present,
5 Defendants regularly required Class Members to work shifts in excess of five (5) hours without
6 providing them with uninterrupted meal periods of not less than thirty (30) minutes, and shifts in
7 excess of (10) hours without providing them with second meal periods of not less than thirty
8 minutes; nor did Defendants pay Class Members “premium pay,” i.e. one hour of wages at each
9 Class Member’s effective hourly rate of pay, for each meal period that Defendants failed to provide
10 or deficiently provided.

11 45. Meal period violations thus occurred in one or more of the following manners:

- 12 (a) Class Members were not provided full thirty-minute duty free meal periods
13 for work days in excess of five (5) hours and were not compensated one (1)
14 hour’s 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 (10) hours;
- 19 (c) Class Members were required to work through at least part of their daily
20 meal period(s);
- 21 (d) Class Members were required to wear earpieces and respond to work
22 demands during their meal period(s);
- 23 (e) Class Members were interrupted with work demands during their meal
24 period(s);
- 25 (f) Meal periods were provided after five (5) hours of continuous work during
26 a shift; and
- 27 (g) Class Members were restricted in their ability to take a full thirty-minute
28 meal period.

1 46. Class Members were also not authorized and permitted to take lawful rest periods,
2 were systematically required by Defendants to work through or during breaks and were not provided
3 with one (1) hour of wages in lieu thereof. Class Members were restricted in their ability to take
4 their full ten (10) minutes net rest time or were otherwise not provided with duty-free rest periods.
5 Therefore, from at least four years prior to the filing of this lawsuit and continuing to the present,
6 Defendants have consistently failed to provide Class Members with paid rest breaks of not less than
7 ten minutes for every work period of four or more consecutive hours, or major fraction thereof, nor
8 did Defendants pay Class Members premium pay for each day on which requisite rest breaks were
9 not provided or were deficiently provided. To the extent that any rest breaks were provided, Class
10 Members were also required to wear earpieces and respond to work demands at all times, rendering
11 the rest breaks not duty-free.

12 47. Rest period violations therefore arose in one or more of the following manners:

- 13 (a) Class Members were required to work without being provided a minimum
14 ten (10) minute rest period for every four (4) hours or major fraction thereof
15 worked and were not compensated one (1) hour of pay at their regular rate
16 of compensation for each workday that a rest period was not provided;
17 (b) Class Members were not authorized and permitted to take timely rest periods
18 for every four hours worked, or major fraction thereof;
19 (c) To the extent that rest periods were taken, Class Members were required to
20 wear earpieces and respond to work demands during their rest periods; and
21 (d) To the extent that rest periods were taken, Class Members were frequently
22 interrupted with work demands.

23 48. Defendants also consistently failed to issue accurate itemized wage statements as
24 required by Labor Code § 226(a). Specifically, the wage statements failed to accurately account for
25 unpaid wages and overtime because their actual hours were under-reported due to off the clock work
26 and rounding. Further, the wage statements failed to account for unpaid reporting time pay. Finally,
27 the wage statements given to Class Members failed to accurately account for premium pay for
28 deficiently provided meal and rest periods.

1 49. From at least four (4) years prior to filing this lawsuit and continuing to the present,
2 Defendants have thus also had a consistent policy of failing to pay all wages owed to Class Members
3 at the time of their termination of within seventy-two (72) hours of their resignation, as required by
4 California wage-and-hour laws. Specifically, Defendants failed to pay Class Members all regular
5 and overtime wages, reporting time pay, and failed to pay meal and rest period premiums owed, as
6 further detailed in this Complaint. Defendants' failure to pay said wages within the required time
7 was willful within the meaning of Labor Code § 203.

8 50. Moreover, Defendants maintained a consistently applied policy and practice of not
9 paying all wages earned between the 1st and 15th days of a month between the 16th and 26th day and
10 failed to pay all wages earned between the 16th and the last day of the month between the 1st and
11 10th day of the following month pursuant to Labor Code 204. Defendants similarly failed to pay all
12 wages earned by not more than seven (7) calendar days following the close of the payroll period.

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

16 52. Additionally, from at least four (4) years prior to the filing of this lawsuit and
17 continuing to the present, Defendants have regularly required Plaintiff to incur business expenses in
18 the course of performing his required job duties for Defendants including for use of his cellphone
19 for work-related purposes. Specifically, Plaintiff was required to use his cellphone for texting and
20 calling his supervisor, clients, and co-workers, checking his schedule, using apps such as Paylocity,
21 and using GPS when traveling as part of his job responsibilities. Plaintiff was also required to use
22 his personal vehicle for work-related purposes, such as driving to other locations during his shift,
23 and was not reimbursed for this mileage. Upon information and belief, Class Members incurred
24 similar costs. These expenses incurred by Plaintiff and Class Members were necessary and required
25 of them in performing their assigned job duties, but Defendants failed to reimburse Class Members
26 for all such necessary expenditures, thus entitling them to reimbursement according to proof as
27 required under Labor Code § 2802 and the applicable provisions of the IWC Wage Orders.

28 53. In light of the foregoing, Plaintiff and Class Members bring this action pursuant to,

1 *inter alia*, Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174,
2 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802 and California Code of Regulations,
3 Title 8, section 11000 *et seq.*

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

8 **CLASS ALLEGATIONS**

9 55. Plaintiff seeks to represent the Subclasses composed of and defined as follows:

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

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

15 c. Subclass 3. Reporting Time Pay Subclass. All Class Members who, within the
16 applicable limitations period, were not paid reporting time pay.

17 d. Subclass 4. Meal Period Subclass. All Class Members who were subject to
18 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
19 free meal periods or one hour of pay at the Class Member's regular rate of pay in lieu thereof.

20 e. Subclass 5. Rest Break Subclass. All Class Members who were subject to
21 Defendants' policy and/or practice of failing to authorize and permit Class Members to take
22 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
23 thereof, and failing to pay one hour of pay at the Class Member's regular rate of pay in lieu thereof.

24 f. Subclass 6. Wage Statement Subclass. All Class Members who, within the
25 applicable limitations period, were not provided with accurate itemized wage statements.

26 g. Subclass 7. Termination Pay Subclass. All Class Members who, within the
27 applicable limitations period, either voluntarily or involuntarily separated from their employment
28 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon

1 termination.

2 h. Subclass 8. Failure to Timely Pay Wages When Due Subclass. All Class
3 Members who were subject to Defendants' policy and practice of not timely paying all wages earned
4 when they were due and payable.

5 i. Subclass 9. 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 by
7 California wage-and-hour laws.

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

11 k. Subclass 11. 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 56. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify
15 the class description with greater particularity or further division into subclasses or limitation to
16 particular issues. To the extent equitable tolling operates to toll claims by the Class against
17 Defendants, the Class Period should be adjusted accordingly.

18 57. 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 in
21 a practice whereby Defendants failed to correctly calculate compensation for the time worked by
22 Class Members, even though Defendants enjoyed the benefit of this work, required Class Members
23 to perform this work and permitted or suffered to permit this work. Defendants have uniformly
24 denied these Class Members wages to which these employees are entitled and failed to provide meal
25 and rest periods, in order to unfairly cheat the competition and unlawfully profit.

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

1 **A. Numerosity**

2 59. The potential members of the class as defined are so numerous that joinder of all the
3 member of the class is impracticable. While the precise number of class member has not been
4 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
5 time period relevant to this lawsuit, hundreds of employees who satisfy the Class definition within
6 the State of California.

7 60. Accounting for employee turnover during the relevant time period increases this
8 number substantially. Plaintiff alleges that Defendants' employment records will provide
9 information as to the number and location of all Class Members.

10 **B. Commonality**

11 61. There are questions of law and fact common to the Class that predominates over any
12 questions affecting only individual Class Members. These common questions of law and fact
13 include:

- 14 a. Whether Defendants failed to pay Class Members minimum wages;
- 15 b. Whether Defendants failed to pay Class Members wages for all hours worked;
- 16 c. Whether Defendants failed to pay Class Members overtime as required under Labor
17 Code § 510;
- 18 d. Whether Defendants failed to pay reporting time pay;
- 19 e. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC
20 Wage Orders, by failing to provide Class Members with requisite meal periods or
21 premium pay in lieu thereof;
- 22 f. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
23 Orders, by failing to authorize and permit Class Members to take requisite rest breaks
24 or provide premium pay in lieu thereof;
- 25 g. Whether Defendants violated Labor Code § 226(a) by providing Class Members with
26 inaccurate wage statements;
- 27 h. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
28 wages and compensation due and owing at the time of termination of employment;

- i. Whether Defendants violated Labor Code § 204 by failing to timely pay wages when due;
- j. Whether Defendants violated Labor Code §§ 226 and 1174 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 Class Members during the relevant time period for all hours worked, whether regular or overtime;
- l. Whether Defendants violated Labor Code § 2802 by failing to reimburse all necessary business expenses Defendants required them to incur in performing their job duties;
- m. Whether Defendants violated Business and Professions Code § 17200 *et seq.*;
- n. Whether Defendants conduct was willful; and
- o. Whether Class Members are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

62. The claims of the named plaintiff are typical of those of Class Members. The Class Members all sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of statutes, as well as regulations that have the force and effect of law, as alleged herein.

D. Adequacy of Representation

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

E. Superiority of Class Action

64. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to all Class Members predominate over any questions affecting

1 only individual Class Members. Each Class Member has been damaged and is entitled to recovery
2 by reason of Defendants' illegal policies or practices of failing to compensate Class Members
3 properly.

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

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

23 67. Defendants, as prospective and actual employers of the Class Members, had a special
24 fiduciary duty to disclose to prospective Class Members the true facts surrounding Defendants' pay
25 practices, policies and working conditions imposed upon Class Members. In addition, Defendants
26 knew they possessed special knowledge about pay practices and policies, most notably intentionally
27 refusing to pay for all hours actually worked which should have been recorded in Defendants' pay
28 records and the consequence of policies and practices on Class Members.

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

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

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

12 70. Defendants failed to pay Class Members minimum wages for all hours worked.
13 Defendants had a consistent policy of misstating Class Members' time records and failing to pay
14 Class Members for all hours worked. Class Members would work hours and not receive wages,
15 including as alleged above in connection with off the clock work. During the relevant time period,
16 Defendants thus regularly failed to pay minimum wages to Class Members, to their detriment. For
17 instance:

- 18 (a) Plaintiff and Class Members were required to run errands, pick up trash, and
19 open doors for guests for 20 minutes or more before being able to clock in at
20 the beginning of the day.
- 21 (b) On occasion, Plaintiff and Class Members were required to come in up to an
22 hour early to attend meetings before being able to clock in.
- 23 (c) Plaintiff and Class Members were required to perform closing tasks including
24 cleaning and locking up for 20 minutes or more after clocking out at the end
25 of the day.
- 26 (d) Plaintiff and Class Members were required, on occasion, to speak to or text
27 supervisors off-the-clock on their cellphones.
- 28 (e) On occasion, Plaintiff and Class Members were required to be on-call or on

stand-by. On such occasions, Plaintiff and Class Members had to remain within 30 minutes of their jobsite in order to report to work if called in, and would face retaliation by Defendants if they refused.

(f) Plaintiff and Class Members were required to clock out for meal periods but then continue working and take their meal periods later. When meal periods were ultimately provided late, Plaintiff and Class Members received less than thirty (30) minutes of duty-free, uninterrupted time to eat before they were forced to return to work, meaning that any pre-recorded meal period of at least thirty (30) minutes inaccurately recorded the duration of meal periods that did occur, resulting in uncompensated time.

(g) Finally, Defendants intentionally and improperly changed, adjusted, and/or modified the clock entries of Plaintiff and Class Members to their detriment.

71. Moreover, Defendants had a consistent policy and practice of unlawfully rounding hours worked to the detriment of the Class Members. Rather than paying Class Members for all hours and minutes they actually worked, Defendants followed a uniform policy and practice of rounding all time entries to the nearest quarter-hour or half-hour (i.e. to the nearest 15-minute or 30-minute time increment), and generally did so to the detriment of the Class Members, and Plaintiff contend this policy is not neutral and resulted, over time, to the detriment of the Class Members by systematically under-compensating them. Rather than reflecting the actual hours worked by Class Members, the time entries were rounded and reduced to reflect the scheduled work time rather than the actual hours worked. These unlawfully rounded time entries were inputted into Defendants' payroll system from which wage statements and payroll checks were created.

72. In California, employees must be paid at least the then applicable state minimum wage for all hours worked. (IWC Wage Order MW-2014). 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.

73. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states: "The minimum wage for employees fixed by the commission is the minimum wage to be paid to

employees, and the payment of a less wage than the minimum so fixed is unlawful.”

74. The applicable minimum wages fixed by the commission for work during the relevant period is found in Paragraph 4(A)-4(D) of the IWC Wage Orders.

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

76. As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate and no part of this rate may be used as a credit against a minimum wage obligation.

77. In committing these violations of the California Labor Code, Defendants inaccurately recorded, or required Class Members to input times that did not reflect their actual hours worked, or calculated the correct time worked and consequently underpaid the actual time worked by Class Members. Defendants acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the California Labor Code, the Industrial Welfare Commission requirements and other applicable laws and regulations. As a result of these violations, Defendant also failed to timely pay all wages earned in accordance with California Labor Code § 1194.

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

79. In addition to restitution for all unpaid wages, pursuant to California Labor Code §

1 1197.1, Class Members are entitled to recover a penalty of \$100.00 for the initial failure to timely
2 pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
3 minimum wages.

4 80. Pursuant to California Labor Code § 1194.2, Class Members are further entitled to
5 recover liquidated damages in an amount equal to wages unlawfully unpaid and interest thereon.

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

9 82. Wherefore, Class Members are entitled to recover the unpaid minimum wages
10 (including double minimum wages), liquidated damages in an amount equal to the minimum wages
11 unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to
12 California Labor Code § 1194(a). Plaintiff and the other members of the Class further request
13 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment
14 of any statutory penalties against Defendants, in a sum as provided by the California Labor Code,
15 including § 558, and/or other applicable statutes.

16 **SECOND CAUSE OF ACTION**

17 **FAILURE TO PAY OVERTIME UNDER LABOR CODE § 510**

18 **(Against All Defendants)**

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

21 84. California Labor Code § 1194 provides that "any employee receiving less than the
22 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
23 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
24 compensation, including interest thereon, reasonable attorney's fees, and costs of suit." The action
25 may be maintained directly against the employer in an employee's name without first filing a claim
26 with the Division of Labor Standards and Enforcement.

27 85. By their conduct, as set forth herein, Defendants violated California Labor Code §
28 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Class Members:

1 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
2 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on
3 the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked
4 in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours
5 on any seventh day of work in a workweek.

6 86. Defendants had a consistent policy of not paying Class Members wages for all hours
7 worked, including by requiring off the clock work, in violation of the California Labor Code, the
8 California Code of Regulations and the IWC Wage Orders and guidelines set forth by the Division
9 of Labor Standards and Enforcement. Defendants have also violated these provisions by requiring
10 Class Members to work through portions of their meal period. Therefore, Class Members were not
11 properly compensated, nor were they paid overtime rates for hours worked in excess of eight hours
12 in a given day, and/or forty hours in a given week. Based on information and belief, Defendants did
13 not make available to Class Members a reasonable protocol for correcting time records when Class
14 Members worked overtime hours or to fix incorrect time entries.

15 87. Defendants' failure to pay Class Members the unpaid balance of regular wages owed
16 and overtime compensation, as required by California law, violates the provisions of Labor Code
17 §§ 510 and 1198, and is therefore unlawful.

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

1 Accordingly, Plaintiff and the Class Members seek the remedies set forth in Labor Code § 558.

2 89. Defendants' failure to pay compensation in a timely fashion also constituted a
3 violation of California Labor Code § 204, which requires that all wages shall be paid semimonthly.
4 From four (4) years prior to the filing of this lawsuit to the present, in direct violation of that
5 provision of the California Labor Code, Defendants have failed to pay all wages and overtime
6 compensation earned by Class Members. Each such failure to make a timely payment of
7 compensation to Class Members constitutes a separate violation of California Labor Code § 204.

8 90. Class Members have been damaged by these violations of California Labor Code §§
9 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

10 91. Consequently, pursuant to the California Labor Code, including Labor Code §§ 204,
11 510, 558, and 1194, and the applicable IWC Wage Order, paragraph 3(A) and 4(B), Defendants are
12 liable to Class Members for the full amount of all their unpaid wages and overtime compensation,
13 with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any
14 statutory penalties against Defendants, and each of them, and any additional sums as provided by
15 the Labor Code and/or other statutes.

16 **THIRD CAUSE OF ACTION**

17 **FAILURE TO PAY REPORTING TIME PAY**

18 **(Against all Defendants)**

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

21 93. Section 5(A) of the applicable Wage Order(s), requires that for "[E]ach workday an
22 employee is required to report for work and does report, but is not put to work or is furnished less
23 than half said employee's usual or scheduled day's work, the employee shall be paid for half the
24 usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4)
25 hours, at the employee's regular rate of pay, which shall not be less than the minimum wage."

26 94. As addressed in detail above, Defendants followed a uniform policy of failing to pay
27 reporting time pay on in accordance with the applicable IWC Wage Order requirements. For
28 example, Defendants required Plaintiff and the Class Members to, on occasion, report to work, only

1 to be sent home in under two hours because they were not needed. On such days when Defendants
2 required Plaintiff and the Class Members to come into work and then sent them home after working
3 less than half of a shift, they were not paid required reporting time wages.

4 95. Plaintiff brings this claim for failure to pay reporting time pay as required by Section
5 5 of the applicable IWC Wage Orders pursuant to California Labor Code §1198, which instructs
6 that: “the maximum hours of work and the standard conditions of labor fixed by the commission
7 shall be the maximum hours of work and the standard conditions of labor for employees. The
8 employment of any employee for longer hours than those fixed by the order or under conditions of
9 labor prohibited by the order is unlawful.”

10 96. Reporting time pay constitutes wages that remain unpaid to Plaintiff and the Class
11 members, despite the fact that they were required by Defendants to report for work and were under
12 Defendants’ control during these times and were unable to use their time for their own purposes.
13 The failure to pay for reporting time pay is a violation of the California wage orders and is a failure
14 to pay all wages owed, which is a violation of Labor Code §1198.

15 97. Under Section 20(A) of the applicable IWC Wage Orders, Plaintiff and the Class
16 members are entitled to recover civil penalties, in addition to other penalties, for each underpaid
17 Employee for violation of Section 5 of the IWC Wage Orders in the amount of \$50 for the initial
18 violation and \$100 for subsequent violations during each relevant pay period when Defendants
19 failed to pay reporting time pay. These reporting time pay violations also give rise to violations of
20 Labor Code §§ 203, 226, and under the PAGA.

21 Accordingly, Plaintiff seeks to recover unpaid reporting time pay which Defendants failed
22 to pay Plaintiff and the Class members pursuant to Sections 5(A) and 20(A) of the applicable IWC
23 Wage Orders and civil penalties and attorneys’ fees and costs as may be authorized.

24 **FOURTH CAUSE OF ACTION**

25 **MEAL PERIOD LIABILITY UNDER LABOR CODE § 226.7**

26 **(Against All Defendants)**

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

1 99. Class Members regularly worked shifts greater than five (5) hours and in some
2 instances, greater than ten (10) hours. Pursuant to Labor Code § 512 an employer may not employ
3 someone for a shift of more than five (5) hours without providing him or her with a meal period of
4 not less than thirty (30) minutes or for a shift of more than ten (10) hours without providing him or
5 her with a second meal period of not less than thirty (30) minutes.

6 100. As discussed above, Defendants failed to provide Class Members with meal periods
7 as required under the Labor Code. Defendants placed their needs over Class Members lawful meal
8 breaks and this resulted in Class Members consistently having to work through their scheduled meal
9 breaks because the demands of the job would not avail them the opportunity to take a lawfully
10 uninterrupted and off-duty meal break. Class Members were also required to wear earpieces during
11 meal periods and respond to work demands, rendering the meal periods not duty-free.

12 101. Defendants thus failed to provide Class Members with meal periods as required by
13 the Labor Code, including by not providing them with the opportunity to take meal breaks, by
14 providing them late or for less than thirty (30) minutes, or by requiring them to perform work during
15 breaks.

16 102. Moreover, Defendants failed to compensate Class Members for each meal period not
17 provided or inadequately provided, as required under Labor Code § 226.7 and paragraph 11 of the
18 applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a
19 meal period in accordance with this section, the employer shall pay the employee one (1) hour of
20 pay at the employee's regular rate of compensation for each workday that the meal period is not
21 provided. Defendants failed to compensate Class Members for each meal period not provided or
22 inadequately provided, as required under Labor Code § 226.7.

23 103. Therefore, pursuant to Labor Code § 226.7 and the applicable IWC Wage Order,
24 paragraph 11, Class Members are entitled to damages in an amount equal to one (1) hour of wages
25 at their effective hourly rates of pay for each meal period not provided or deficiently provided, a
26 sum to be proven at trial, as well as the assessment of any statutory penalties against the Defendants,
27 and each of them, in a sum as provided by the Labor Code and other statutes.

28 ///

1 **FIFTH CAUSE OF ACTION**

2 **REST BREAK LIABILITY UNDER LABOR CODE § 226.7**

3 **(Against All Defendants)**

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

6 105. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide
7 that employers must authorize and permit all employees to take rest periods at the rate of ten (10)
8 minutes net rest time per four (4) work hours.

9 106. Class Members consistently worked consecutive four (4) hour shifts and were
10 generally scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize
11 and permit them to take rest periods. Pursuant to the Labor Code and the applicable IWC Wage
12 Order, Class Members were entitled to paid rest breaks of not less than ten (10) minutes for each
13 consecutive four (4) hour shift, and Defendants failed to provide Class Members with timely rest
14 breaks of not less than ten (10) minutes for each consecutive four (4) hour shift. Class Members
15 were also required to wear earpieces and respond to work demands at all times, thus rendering any
16 rest breaks that they may have received not duty-free. Defendants placed their needs over Class
17 Members lawful rest breaks and this resulted in Class Members consistently having to work through
18 their scheduled rest breaks because the demands of the job would not avail them the opportunity to
19 take a lawfully uninterrupted and off-duty rest break. Thus, Class Members were consistently denied
20 of their rest breaks.

21 107. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide
22 that if an employer fails to provide an employee a rest period in accordance with this section, the
23 employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation
24 for each workday that the rest period is not provided.

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

28 109. Defendants failed to authorize and permit Class Members to take rest periods, as

1 required by the Labor Code. Moreover, Defendants did not compensate Class Members with an
2 additional hour of pay at each Class Member's effective hourly rate for each day that Defendants
3 failed to provide them with adequate rest breaks, as required under Labor Code § 226.7.

4 110. Therefore, pursuant to Labor Code § 226.7 and paragraph 12 of the applicable IWC
5 Wage Orders, Class Members are entitled to damages in an amount equal to one (1) hour of wages
6 at their effective hourly rates of pay for each day worked without the required rest breaks, a sum to
7 be proven at trial, as well as the assessment of any statutory penalties against Defendants, and each
8 of them, in a sum as provided by the Labor Code and/or other statutes

9 **SIXTH CAUSE OF ACTION**

10 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS UNDER**

11 **LABOR CODE § 226(a)**

12 **(Against All Defendants)**

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

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

22 113. Defendants failed to provide Class Members with accurate itemized wage statements
23 in writing, as required by the Labor Code. Specifically, the wage statements failed to accurately
24 account for unpaid wages and overtime because their actual hours were under-reported due to off
25 the clock work and rounding. Further, the wage statements failed to account for unpaid reporting
26 time pay. Finally, the wage statements given to Class Members failed to accurately account for
27 premium pay for deficiently provided meal and rest periods.

28 114. Throughout the liability period, Defendants intentionally failed to furnish to Class

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

115. Class Members suffered injury as a result of Defendants' knowing and intentional failure to provide them with the accurate wage and hour statements as required by law and are presumed to have suffered injury and be entitled to penalties under Labor Code § 226(e), as the Defendants have failed to provide wage statements with accurate and complete information as required by any one or more of items Labor Code § 226 (a)(1) to (9), inclusive, and Class Members cannot promptly and easily determine from the wage statement alone one or more of the following: (i) The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a), (ii) Which deductions the employer made from gross wages to determine the net wages paid to the employee during the pay period, (iii) The name and address of the employer and, (iv) The name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number. For purposes of Labor Code § 226(e) "promptly and easily determine" means a reasonable person [i.e. an objective standard] would be able to readily ascertain the information without reference to other documents or information.

116. Therefore, as a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Class Members suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records,

1 and forcing them to make mathematical computations to analyze whether the wages paid in fact
2 compensated them correctly for all hours worked.

3 117. Pursuant to Labor Code §§ 226(a) and 226(e) and 1174, and the applicable IWC
4 Wage Order, paragraph 7(B), Class Members are entitled to recover the greater of all actual damages
5 or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars
6 (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four
7 thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

8 **SEVENTH CAUSE OF ACTION**

9 **VIOLATION OF LABOR CODE § 203**

10 **(Against All Defendants)**

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

13 119. Numerous Class Members are no longer employed by Defendants; they either quit
14 Defendants' employ or were fired therefrom.

15 120. Defendants failed to pay these Class Members all wages due and certain at the time
16 of termination or within seventy-two (72) hours of resignation.

17 121. The wages withheld from these Class Members by Defendants remained due and
18 owing for more than thirty (30) days from the date of separation from employment.

19 122. Defendants failed to pay Class Members without abatement, all wages as defined by
20 applicable California law. Specifically, Class Members were not paid all regular and overtime wages
21 because Defendants failed to pay for all hours worked by requiring off the clock work, rounding,
22 and failing to incorporate non-discretionary bonuses into the regular rate of pay used to calculate
23 and pay for overtime, sick pay, and meal and rest break premiums. Further, Class Members were
24 not paid all due reporting time pay. Additionally, Defendants failed to pay premium wages owed
25 for unprovided meal periods and rest periods, as further detailed in this Complaint. Defendants'
26 failure to pay said wages within the required time was willful within the meaning of Labor Code §
27 203.

28 123. Defendants' failure to pay wages, as alleged entitles these Class Members to

penalties under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

EIGHTH CAUSE OF ACTION

FAILURE TO TIMELY PAY WAGES WHEN DUE UNDER LABOR CODE § 204

(Against All Defendants)

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

125. 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 calendar days following the close of the payroll period." As detailed above, Defendants maintained a consistently applied policy and practice of not paying all wages earned between the 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned between the 16th and the last day of the month between the 1st and 10th day of the following month. Defendants similarly failed to pay all wages earned by not more than seven calendar days following the close of the payroll period.

126. All wages due and owing to Plaintiff and the Class Members, including as required under Labor Code § 510, were therefore not timely paid by Defendants, as addressed in detail above. Additionally, wages required by Labor Code § 1194 and other sections became due and payable to each Class Member in each pay period that he or she was not provided with a meal and/or period or paid straight or overtime wages to which he or she was entitled.

127. Defendants thus violated Labor Code § 204 by systematically refusing to pay wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers are required "to pay each employee, on the established payday for

1 the period involved, not less than the applicable minimum wage for all hours worked in the payroll
2 period, ..." Under Labor Code § 1198, "[t]he employment of any employee for longer hours than
3 those fixed by the order or under conditions of labor prohibited by the order is unlawful." Plaintiff
4 and the Class Members may therefore pursue damages and penalties for violations of Labor Code §
5 204 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph
6 20 of the applicable IWC Wage Orders.

7 128. As a result of the unlawful acts of Defendants, Plaintiff and Class Members seek to
8 represent they have been deprived of wages in amounts to be determined at trial, and they are entitled
9 to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant
10 to Labor Code § 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the applicable IWC
11 Wage Orders.

12 **NINTH CAUSE OF ACTION**

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

14 **AND 1174.5**

15 **(Against All Defendants)**

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

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

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

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

28 ///

1 **TENTH CAUSE OF ACTION**

2 **REIMBURSEMENT OF NECESSARY EXPENDITURES UNDER LABOR CODE § 2802**

3 **(Against All Defendants)**

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

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

9 135. Defendants have regularly required Class Members to incur business expenses in the
10 course of performing their required job duties for Defendants. For example, Class Members were
11 required to use their cellphones for texting and calling their supervisors, clients, and co-workers,
12 checking their schedules, using apps such as Paylocity, and using GPS when traveling as part of
13 their job responsibilities. Class Members were also required to use their personal vehicles for work-
14 related purposes, such as driving to other locations during shifts, and were not reimbursed for this
15 mileage. These expenses incurred by Class Members were necessary and required of them in
16 performing their assigned job duties. However, Class Members were not reimbursed for those lawful
17 and necessary work-related expenses or losses incurred in direct discharge of their job duties during
18 employment with Defendants and at the direction of the Defendants pursuant to Labor Code §
19 2802(a) and the applicable IWC Wage Orders, paragraph 9.

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

23 **ELEVENTH CAUSE OF ACTION**

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

25 **(Against All Defendants)**

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

28 138. Plaintiff, on behalf of himself, Class Members, and the general public, brings this

1 claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as
2 alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Class
3 Members and the general public. Plaintiff seeks to enforce important rights affecting the public
4 interest within the meaning of Code of Civil Procedure § 1021.5.

5 139. Plaintiff is a “person” within the meaning of Business & Professions Code
6 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
7 relief, restitution, and other appropriate equitable relief.

8 140. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
9 practices. By the conduct alleged herein, Defendants’ practices were deceptive and fraudulent in
10 that Defendants’ policy and practice failed to provide the required amount of compensation for
11 missed meal and rest periods, and failed to adequately compensate Class Members for all hours
12 worked, due to systematic business practices as alleged herein that cannot be justified, pursuant to
13 the applicable California Labor Code and Industrial Welfare Commission requirements in violation
14 of California Business and Professions Code §§ 17200, *et seq.*, and for which this Court should issue
15 injunctive and equitable relief, pursuant to California Business & Professions Code § 17203,
16 including restitution of wages wrongfully withheld.

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

24 142. Defendants have violated statutes and public policies. Through the conduct alleged
25 in this Complaint Defendants have acted contrary to these public policies, have violated specific
26 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
27 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff, and
28 all persons similarly situated, and all interested persons, of the rights, benefits, and privileges

1 guaranteed to all employees under the law.

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

4 144. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
5 overtime, failing to pay reporting time pay, failing to provide meal and rest periods, etc., either knew
6 or in the exercise of reasonable care should have known that their conduct was unlawful; therefore
7 their conduct violates the Business & Professions Code § 17200 *et seq.*

8 145. By the conduct alleged herein, Defendants have engaged and continue to engage in
9 a business practice which violates California and federal law, including but not limited to, the
10 applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor
11 Code including Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174,
12 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, for which this Court should issue
13 declaratory and other equitable relief pursuant to California Business & Professions Code § 17203
14 as may be necessary to prevent and remedy the conduct held to constitute unfair competition,
15 including restitution of wages wrongfully withheld.

16 146. As a proximate result of the above-mentioned acts of Defendants, Class Members
17 have been damaged, in a sum to be proven at trial.

18 147. Unless restrained by this Court Defendants will continue to engage in such unlawful
19 conduct as alleged above. Pursuant to the Business & Professions Code, this Court should make
20 such orders or judgments, including the appointment of a receiver, as may be necessary to prevent
21 the use by Defendants or their agents or employees of any unlawful or deceptive practice prohibited
22 by the Business & Professions Code, including but not limited to the disgorgement of such profits
23 as may be necessary to restore Class Members to the money Defendants have unlawfully failed to
24 pay.

25 **RELIEF REQUESTED**

26 WHEREFORE, Plaintiff prays for the following relief:

- 27 1. For an order certifying this action as a class action;
28 2. For compensatory damages in the amount of the unpaid minimum wages for work

1 performed by Class Members and unpaid overtime compensation from at least four (4) years prior
2 to the filing of this action, as may be proven;

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

5 4. For compensatory damages in the amount of all unpaid wages, including overtime
6 and double-time pay, as may be proven;

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

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

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

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

17 9. For restitution and/or damages for all amounts unlawfully withheld from the wages
18 for all class members in violation of Labor Code § 204, as may be proven;

19 10. For penalties pursuant to Labor Code §§ 1174.5 and 1198.5 for Class Members, as
20 may be proven;

21 11. For restitution and/or damages for all amounts unlawfully withheld from the wages
22 for all Class Members in violation of Labor Code § 2802, as may be proven;

23 12. For restitution for unfair competition pursuant to Business & Professions Code
24 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

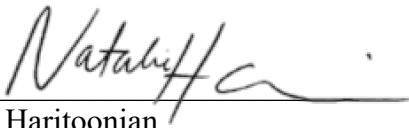
25 13. For an order enjoining Defendants and their agents, servants, and employees, and all
26 persons acting under, in concert with, or for them, from acting in derogation of any rights or duties
27 adumbrated in this Complaint;

28 14. For other wages and penalties under the Labor Code as may be proven;

15. For all general, special, and incidental damages as may be proven;
16. For an award of pre-judgment and post-judgment interest;
17. For an award providing for the payment of the costs of this suit;
18. For an award of attorneys' fees; and
19. For such other and further relief as this Court may deem proper and just.

DATED: May 28, 2026

D.LAW, INC.

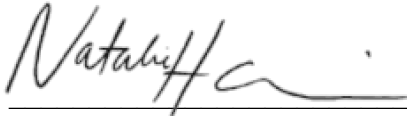
By: 
Natalie Haritounian
Eve Howe
Attorneys for Plaintiff JAMES URSUA and
all others similarly situated

DEMAND FOR JURY TRIAL

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

DATED: May 28, 2026

D.LAW, INC.

By: 

Natalie Haritoomian

Eve Howe

Attorneys for Plaintiff JAMES URSUA and
all others similarly situated