

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Win Pham, Esq. (SBN 347399)
Alexander J. Aroeste, Esq. (SBN 332653)

LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
wpham@lelawfirm.com
aaroeste@lelawfirm.com

Attorneys for Plaintiff RAUL YANES
on behalf of himself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

RAUL YANES, on behalf of himself and others
similarly situated,

Plaintiff,

vs.

BEST DRILLING AND PUMP, INC.; and
DOES 1 to 100, inclusive,

Defendants.

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
8/6/2025 3:16 PM
By: Raymond Rojas, DEPUTY

Case No.: CIVSB2330696

CLASS AND PAGA ACTION

**PLAINTIFF RAUL YANES'S FIRST
AMENDED COMPLAINT FOR
DAMAGES AND RESTITUTION FOR:**

- 1. FAILURE TO PAY WAGES FOR
ALL HOURS WORKED AT
MINIMUM WAGE IN
VIOLATION OF LABOR CODE
SECTIONS 1194 AND 1197**
- 2. FAILURE TO PAY OVERTIME
WAGES FOR DAILY
OVERTIME WORKED IN
VIOLATION OF LABOR CODE
SECTIONS 510 AND 1194**
- 3. FAILURE TO AUTHORIZE OR
PERMIT MEAL PERIODS IN
VIOLATION OF LABOR CODE
SECTIONS 512 AND 226.7**
- 4. FAILURE TO AUTHORIZE OR
PERMIT REST PERIODS IN
VIOLATION OF LABOR CODE
SECTION 226.7**
- 5. FAILURE TO INDEMNIFY
EMPLOYEES FOR
EMPLOYMENT-RELATED
LOSSES/EXPENDITURES IN
VIOLATION OF LABOR CODE**

SECTION 2802

- 6. FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226**
- 7. FAILURE TO TIMELY PAY ALL EARNED WAGES AND FINAL PAYCHECKS DUE AT TIME OF SEPARATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**
- 8. UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTIONS 17200, ET SEQ.**
- 9. CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”), LABOR CODE SECTIONS 2698, ET SEQ**

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff RAUL YANES (“Plaintiff”), who alleges and complains against Defendants BEST DRILLING AND PUMP, INC.; and DOES 1 to 100, inclusive (collectively “Defendants”) as follows:

I. INTRODUCTION

1. This is a class action lawsuit seeking unpaid wages and interest thereon for failure to pay wages for all hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; required and/or compliant meal periods; failure to authorize or permit all legally required and/or compliant rest periods; indemnification for all necessary expenditures or losses incurred by employees in direct consequence of discharging their duties; statutory penalties for failure to provide accurate wage statements; statutory waiting time penalties in the form of continuation wages for failure to timely pay employees all wages due upon separation of employment; injunctive relief and other equitable relief; reasonable attorneys’ fees pursuant to Labor Code section 218.5, 226(e) and 1194; costs; and interest brought on behalf of Plaintiff and others similarly situated.

2. This is also a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*

1 (“PAGA”) representative action brought by Plaintiff on behalf of the State of California, himself
2 and other current and former aggrieved employees of Defendants who worked as hourly non-exempt
3 employees in California during the relevant time period seeking civil penalties associated with
4 Defendants’ violation of the Labor Code based on Defendants’ failure to pay for all hours worked
5 at minimum wage; failure to pay overtime wages for daily overtime worked; failure to authorize or
6 permit meal periods; failure to authorize or permit rest periods; failure to indemnify employees for
7 employment-related losses/expenditures; failure to provide complete and accurate wage statements;
8 and failure to timely pay all earned wages and final paychecks due at time of separation of
9 employment . Plaintiff seeks on a representative basis, following notice to the Labor and Workforce
10 Development Agency, civil penalties, reasonable attorneys’ fees pursuant to Labor Code section
11 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others aggrieved.

12 **II. JURIDISCTION AND VENUE**

13 3. This Court has jurisdiction over Plaintiff’s and putative class members’ claims for
14 failure to pay wages for all hours worked at minimum wage and overtime hours worked at the
15 overtime rate of pay due; failure to authorize or permit all legally required and/or compliant meal
16 periods; failure to authorize or permit all legally required and/or compliant rest periods;
17 indemnification for all necessary expenditures or losses incurred by employees in direct
18 consequence of discharging their duties; statutory penalties for failure to provide accurate wage
19 statements; statutory waiting time penalties in the form of continuation wages for failure to timely
20 pay employees all wages due upon separation of employment; and claims for injunctive relief and
21 restitution under California Business and Professions Code sections 17200, *et seq.*, for the following
22 reasons: Defendants operate throughout California; Defendants employed Plaintiff and putative
23 class members in locations throughout California, including but not limited to San Bernardino
24 County, at 1640 Pellisier Rd., Colton, CA 92324; more than two-thirds of putative class members
25 are California citizens; the principal violations of California law occurred in California; no other
26 class actions have been filed against Defendants in the last four (4) years alleging wage and hour
27 violations; the conduct of Defendants forms a significant basis for Plaintiff’s and putative class
28 members’ claims; and Plaintiff and putative class members seek significant relief from Defendants.

1 4. This Court also has jurisdiction over the claims of Plaintiff and all other current and
2 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
3 civil penalties on behalf of himself, all other current and former aggrieved California-based hourly
4 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
5 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
6 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
7 aggrieved California-based hourly non-exempt employees occurred in locations throughout
8 California, including but not limited to San Bernardino County at 1640 Pellisier Rd., Colton, CA
9 92324.

10 **III. PARTIES**

11 5. Plaintiff brings this action on behalf of himself and other members of the general
12 public similarly situated. The named Plaintiff and the class of persons on whose behalf this action
13 is filed are current, former, and/or future employees of Defendants as direct employees as well as
14 temporary employees employed through temp agencies who work as hourly non-exempt employees.
15 At all times mentioned herein, the currently named Plaintiff is and was a resident of California and
16 was employed by Defendants in the State of California within the four (4) years prior to the filing
17 of the complaint commencing this Action..

18 6. Plaintiff also brings this action as a representative of the Labor and Workforce
19 Development Agency on behalf of himself and other current and former employees subject to
20 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
21 filed include current, former and/or future employees of Defendants who work, worked, or will work
22 for Defendants as direct employees as well as temporary employees employed through temp
23 agencies as hourly non-exempt employees in California.

24 7. Defendants employed Plaintiff as an hourly non-exempt employee from in or around
25 October 19, 2021, until on or about August 21, 2023.

26 8. Plaintiff is informed and believes and thereon alleges that Defendants employed him
27 and other hourly non-exempt employees throughout the State of California and therefore their
28 conduct forms a significant basis of the claims asserted in this matter.

1 9. Plaintiff is informed and believes and thereon alleges that Defendant BEST
2 DRILLING AND PUMP, INC. is authorized to do business within the State of California and is
3 doing business in the State of California and/or that Defendants DOES 1-50 are, and at all times
4 relevant hereto were persons acting on behalf of BEST DRILLING AND PUMP, INC. in the
5 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
6 Defendant BEST DRILLING AND PUMP, INC. operates in San Bernardino County and employed
7 Plaintiff, putative class members, and aggrieved employees in San Bernardino County, including
8 but not limited to, at 1640 Pellisier Rd., Colton, CA 92324.

9 10. Plaintiff is informed and believes and thereon alleges that Defendant DOES 51-100
10 are individuals unknown to Plaintiff. Each of the individual Defendant is sued individually in his or
11 her capacity as an agent, shareholder, owner, representative, supervisor, independent contractor
12 and/or employee of each Defendant and participated in the establishment of, or ratification of, the
13 aforementioned illegal wage and hour practices or policies.

14 11. Plaintiff is unaware of the true names of Defendant DOES 1-100. Plaintiff sues said
15 Defendants by said fictitious names and will amend this Complaint when the true names and
16 capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted
17 by law or by the Court. Plaintiff is informed and believes that each of the fictitiously named
18 Defendants is in some manner responsible for the events and allegations set forth in this Complaint.

19 12. Plaintiff is informed and believes and thereon alleges that at all relevant times, each
20 Defendant was an employer, was the principal, agent, partner, joint venturer, officer, director,
21 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
22 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
23 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
24 of the other defendants so as to be liable for their conduct with respect to the matters alleged in this
25 Complaint. Plaintiff is further informed and believe and thereon allege that Defendants acted
26 pursuant to and within the scope of the relationships alleged above, and that at all relevant times,
27 Defendants knew or should have known about, authorized, ratified, adopted, approved, controlled,
28 aided and abetted the conduct of all other Defendants. As used in this Complaint, "Defendant" means

1 "Defendants and each of them," and refers to the Defendant named in the particular cause of action
2 in which the word appears and includes Defendants BEST DRILLING AND PUMP, INC. and
3 DOES 1 to 100, inclusive.

4 13. At all times mentioned herein, each Defendant was the co-conspirator, agent, servant,
5 employee, and/or joint venturer of each of the other Defendants and was acting within the course
6 and scope of said conspiracy, agency, employment, and/or joint venture and with the permission
7 and consent of each of the other Defendants.

8 14. Plaintiff makes the allegations in this Complaint without any admission that, as to
9 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff
10 reserves all of Plaintiff's rights to plead in the alternative.

11 **IV. DESCRIPTION OF ILLEGAL PAY PRACTICES**

12 15. Pursuant to the applicable Industrial Welfare Commission ("IWC") Wage Order
13 ("Wage Order"), codified at California Code of Regulations, title 8, section 11010, Defendants are
14 employers of Plaintiff within the meaning of Wage Order 1 and applicable Labor Code sections.
15 Therefore, each of these Defendants is jointly and severally liable for the wrongs complained of
16 herein in violation of the Wage Order and the Labor Code.

17 16. **Failure to pay wages for all hours worked at the legal minimum wage:**
18 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
19 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
20 which includes all time that an employee is under the control of the employer and all time the
21 employee is suffered and permitted to work. This includes the time an employee spends, either
22 directly or indirectly, performing services which inure to the benefit of the employer.

23 17. Labor Code Sections 1194 and 1197 require an employer to compensate employees
24 for all "hours worked" at least at the minimum wage rate of pay as established by the IWC and the
25 Wage Orders.

26 18. Plaintiff and similarly situated hourly non-exempt employees worked more minutes
27 per shift than Defendants credited them with having worked. Defendants failed to pay Plaintiff and
28 similarly situated employees all wages at the applicable minimum wage for all hours worked due to

1 Defendants' policies, practices, and/or procedures including, but not limited to:

2 (a) "rounding" down or "shaving" Plaintiff's and similarly situated employees'
3 total daily hours at the time of their clock-in and clock-out to the nearest tenth of an hour, to the
4 benefit of Defendants.

5 19. Plaintiff and similarly situated employees were not paid for this time resulting in
6 Defendants' failure to pay minimum wage for all the hours Plaintiff and similarly situated employees
7 worked.

8 20. Therefore, Defendants suffered, permitted, and required their hourly non-exempt
9 employees to be subject to Defendants' control without paying wages for that time. This resulted in
10 Plaintiff and similarly situated employees working time for which they were not compensated any
11 wages, in violation of Labor Code sections 1194, 1197, and Wage Order 16.

12 21. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
13 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt employees.
14 In California, an employer is required to pay hourly employees for all "hours worked," which includes
15 all time that an employee is under the control of the employer and all time the employee is suffered or
16 permitted to work. This includes the time an employee spends, either directly or indirectly, performing
17 services which inure to the benefit of the employer.

18 22. Labor Code section 510 and 1194 and Wage Order 16 require an employer to
19 compensate employees at a higher rate of pay for hours worked in excess of eight (8) hours in a
20 workday, more than forty (40) hours in a workweek, and on any seventh consecutive day of work
21 in a workweek:

22 Any work in excess of eight hours in one workday and any work in excess of 40 hours in
23 any one workweek and the first eight hours worked on the seventh day of work in any one
24 workweek shall be compensated at the rate of no less than one and one-half times the regular
25 rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated
26 at the rate of no less than twice the regular rate of pay for an employee. In addition, any work
27 in excess of eight hours on any seventh day of a workweek shall be compensated at the rate
28 of no less than twice the regular rate of pay of an employee.

29 Labor Code section 510; Wage Order 16, section 3.

30 23. Defendants failed to pay Plaintiff and similarly situated employees all wages at the
31 applicable minimum wage for all hours worked due to Defendants' policies, practices, and/or

1 procedures including, but not limited to:

2 a) “rounding” down or “shaving” Plaintiff’s and similarly situated employees’
3 total daily hours at the time of their clock-in and clock-out to the nearest tenth of an hour, to the
4 benefit of Defendants.

5 24. Plaintiff and similarly situated employees were not paid for this time.

6 25. To the extent the employees had already worked 8 hours in the day and on
7 workweeks they had already worked 40 hours in a workweek, the employees should have been paid
8 overtime for this unpaid time. This resulted in hourly non-exempt employees working time which
9 should have been paid at the legal overtime rate but was not paid any wages in violation of Labor
10 Code sections 510, 1194, and Wage Order 16.

11 26. Defendants’ foregoing policy, practice, and/or procedure resulted in Defendants
12 failing to pay Plaintiffs and similarly situated employees at their overtime rate of pay for all overtime
13 hours worked, in violation of Labor Code sections 510, 1194, 1198, and the Wage Order.

14 27. **Failure to authorize or permit all legally required and compliant meal periods**
15 **and/or failure to pay meal period premium wages:** Defendants often employed hourly non-
16 exempt employees, including the named Plaintiff and similarly situated employees, for shifts longer
17 than five (5) hours in length and shifts longer than ten (10) hours in length.

18 28. California law requires an employer to authorize or permit an uninterrupted meal
19 period of no less than thirty (30) minutes no later than the end of the employee’s fifth hour of work
20 and a second meal period no later than the employee’s tenth hour of work. Labor Code section 512;
21 Wage Order 1, §11. If the employee is not relieved of all duties during a meal period, the meal
22 period shall be considered an “on duty” meal period and counted as time worked. A paid “on duty”
23 meal period is only permitted when (1) the nature of the work prevents an employee from being
24 relieved of all duty and (2) the parties have a written agreement agreeing to on-duty meal periods.
25 If the employee is not free to leave the work premises or worksite during the meal period, even if
26 the employee is relieved of all other duty during the meal period, the employee is subject to the
27 employer’s control and the meal period is counted as time worked. If an employer fails to provide
28 an employee a meal period in accordance with the law, the employer must pay the employee one

(1) hour of pay at the employee's regular rate of pay for each workday that a legally required and compliant meal period was not provided. Labor Code section 226.7; Wage Order 1, §11.

29. Here, Plaintiff and similarly situated employees worked shifts long enough to entitle them to meal periods under California law. Nevertheless, Defendants employed policies, practices, and/or procedures that resulted in their failure to authorize or permit meal periods to Plaintiff and similarly situated employees of no less than thirty (30) minutes for each five-hour period of work as required by law. Such policies, practices, and/or procedures included, but were not limited to:

(a) failing to authorize or permit Plaintiff and similarly situated employees a second uninterrupted duty-free meal period of no less than thirty (30) minutes for each five-hour period of work as required by law.

(b) "rounding" down or "shaving" Plaintiff and similarly situated employees clock-in and clock-out for their meal periods to the nearest tenth of an hour; and/or

(c) failing to authorize or permit Plaintiff and similarly situated employees a second uninterrupted duty-free meal period of no less than thirty (30) minutes for each five-hour period of work as required by law.

30. Additionally, Defendants failed to pay Plaintiff and similarly situated employees a meal period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday the employees did not receive all legally required and compliant meal periods. Defendants employed policies and procedures which ensured that employees did not receive any meal period premium wages to compensate them for workdays in which they did not receive all legally required and compliant meal periods.

31. The aforementioned policies, practices, and/or procedures of Defendants resulted in Plaintiff and similarly situated employees not being provided with all legally required and compliant meal periods and/or not receiving premium wages to compensate them for such instances, all in violation of California law.

32. **Failure to authorize and permit all legally required and compliant rest periods and/or failure to pay rest period premiums:** Defendants often employed non-exempt employees, including the named Plaintiff and similarly situated employees, for shifts of least three-and-a-half

1 (3.5) hours.

2 33. California law requires every employer to authorize and permit an employee a rest
3 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
4 section 226.7; Wage Order 1, §12. If the employer fails to authorize or permit a required rest period,
5 the employer must pay the employee one (1) hour of pay at the employee's regular rate of
6 compensation for each workday the employer did not authorize or permit a legally required rest
7 period. *Id.* Under California law, "[e]mployees are entitled to 10 minutes' rest for shifts from three
8 and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30
9 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v.*
10 *Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7; Wage Order 1, §12.
11 Rest periods, insofar as practicable, shall be in the middle of each work period. Wage Order 1, §12.
12 Additionally, the rest period requirement "obligates employers to permit – and authorizes employees
13 to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269.
14 That is, during rest periods employers must relieve employees of all duties and relinquish control
15 over how employees spend their time. *Id.*

16 34. In this case, Plaintiff and similarly situated employees regularly worked shifts of
17 more than three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices,
18 and/or procedures that resulted in their failure to authorize or permit all legally required and
19 compliant rest periods to Plaintiff and similarly situated employees. Such policies, practices, and/or
20 procedures included, but were not limited to: failing to authorize or permit Plaintiff and similarly
21 situated employees an uninterrupted duty-free rest period of a net ten (10) minutes for shifts worked
22 in the field.

23 (a) failing to authorize or permit Plaintiff and similarly situated employees an
24 uninterrupted duty-free rest period of a net ten (10) minutes for shifts worked in the field.

25 35. Additionally, Defendants failed to pay Plaintiff and similarly situated employees a
26 rest period premium wage of one (1) additional hour of pay at their regular rate of compensation for
27 each workday the employees did not receive all legally required and compliant rest periods.
28 Defendants employed policies and procedures which ensured that employees did not receive any

1 rest period premium wages to compensate them for workdays in which they did not receive all
2 legally required and compliant rest periods.

3 36. The aforementioned policies, practices, and/or procedures of Defendants resulted in
4 Plaintiff and similarly situated employees not being provided with all legally required and compliant
5 rest periods and/or not receiving premium wages to compensate them for such instances, all in
6 violation of California law.

7 37. **Failure to indemnify employees for losses and expenditures incurred as part of**
8 **their employment:** Labor Code section 2802(a) states that “[a]n employer shall indemnify his or
9 her employee for all necessary expenditures or losses incurred by the employee in direct
10 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
11 employer...” An employer is prohibited from passing the ordinary business expenses and losses of
12 the employer onto the employee. (Labor Code section 2802).

13 38. Defendants employed policies, practices, and/or procedures of impermissibly
14 passing business-related expenses to Plaintiffs and similarly situated. These policies, practices,
15 and/or procedures included, but were not limited to:

16 (a) requiring Plaintiffs and similarly situated employees to use or purchase their
17 own tools and/or resources in order to work for Defendants, including but not limited to their cell
18 phone (including both telephone use and cellular data use) for work-related purposes - without
19 reimbursing Plaintiffs and similarly situated employees for such use.

20 (b) requiring Plaintiffs and similarly situated employees to use or purchase their
21 own safety equipment in order to work for Defendants – without reimbursing Plaintiffs and similarly
22 situated employees for such use.

23 39. The costs incurred by Plaintiffs and similarly situated employees to use or purchase
24 their own tools and/or resources for their mandatory compliance with Defendants’ aforementioned
25 practices, and/or procedures were significant as a result of their employment with Defendants.

26 40. Defendants employed policies and procedures which ensured Plaintiffs and similarly
27 situated employees would not receive indemnification for the aforementioned necessary
28 expenditures incurred as a result of their employment with Defendants.

1 41. Defendants' aforementioned policies, practices, and/or procedures resulted in
2 Plaintiffs and similarly situated California-based employees not receiving indemnification for
3 employment-related expenditures, in violation of Labor Code section 2802.

4 42. **Failure to provide accurate wage statements:** Labor Code section 226(a) provides,
5 *inter alia*, that, upon paying an employee his or her wages, the employer must "furnish each of his
6 or her employees ... an itemized statement in writing showing (1) gross wages earned, (2) total hours
7 worked by the employee, except for any employee whose compensation is solely based on a salary
8 and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable
9 order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any
10 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that
11 all deductions made on written orders of the employee may be aggregated and shown as one item,
12 (5) net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7)
13 the name of the employee and his or her social security number, (8) the name and address of the
14 legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period
15 and the corresponding number of hours worked at each hourly rate by the employee."

16 43. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to
17 provide accurate wage and hour statements to him and other similarly situated employees who were
18 subject to Defendants' control for uncompensated time and who did not receive all their earned
19 wages (including meal and/or rest period premium wages), in violation of Labor Code section 226.

20 44. **Failure to timely pay final wages:** An employer is required to pay all unpaid wages
21 timely after an employee's employment ends. The wages are due immediately upon termination or
22 within seventy-two (72) hours of resignation. Labor Code sections 201, 202.

23 45. As a result of the aforementioned violations of the Labor Code, Plaintiff alleges that
24 he, and on information and belief, other similarly situated employees, were not paid their final wages
25 in a timely manner as required by Labor Code section 203.

26 **V. CLASS DEFINITIONS AND CLASS ALLEGATIONS**

27 46. Plaintiff brings this action on behalf of himself, on behalf of others similarly situated,
28 and on behalf of the general public, and as members of a Class defined as follows:

1 A. **Minimum Wage Class:** All current and former hourly non-exempt
2 employees employed by Defendants in California at any time from four (4) years prior to the filing
3 of the initial Complaint in this matter through the date notice is mailed to a certified class who were
4 not paid at least minimum wage for all time they were subject to Defendants' control.

5 B. **Overtime Class:** All current and former hourly non-exempt employees
6 employed by Defendants in California at any time from four (4) years prior to the filing of the initial
7 Complaint in this matter through the date notice is mailed to a certified class who worked more than
8 eight (8) hours in a workday, forty (40) hours in a workweek, and/or seven (7) days in a workweek,
9 to whom Defendants did not pay overtime wages.

10 C. **Meal Period Class:** All current and former hourly non-exempt employees
11 employed by Defendants as direct employees as well as temporary employees employed through
12 temp agencies in California at any time from four (4) years prior to the filing of the initial Complaint
13 in this matter through the date notice is mailed to a certified class who worked shifts more than five
14 (5) hours yet Defendants failed to authorize or permit all required duty-free meal periods of not less
15 than thirty (30) minutes.

16 D. **Rest Period Class:** All current and former hourly non-exempt employees
17 employed by Defendants as direct employees as well as temporary employees employed through
18 temp agencies in California at any time from four (4) years prior to the filing of the initial Complaint
19 in this matter through the date notice is mailed to a certified class who worked shifts of at least three-
20 and-a-half (3.5) hours who did not receive all required duty-free rest periods of a net ten (10) minutes
21 for every four (4) hours worked or major fraction thereof.

22 E. **Indemnification Class:** All current and former hourly non-exempt
23 employees employed by Defendants in California at any time from four (4) years prior to the filing
24 of the initial Complaint in this action through the date notice is mailed to a certified class who did
25 not receive indemnification to reimburse them for the necessary expenditures incurred in the
26 discharge of their duties.

27 F. **Wage Statement Class:** All current and former hourly non-exempt
28 employees employed by Defendants as direct employees as well as temporary employees employed

1 through temp agencies in California at any time from one (1) year prior to the filing of the initial
2 Complaint in this action through the date notice is mailed to a certified class who received inaccurate
3 or incomplete wage and hour statements.

4 **G. Waiting Time Class:** All current and former hourly non-exempt employees
5 employed by Defendants as direct employees as well as temporary employees employed through
6 temp agencies in California at any time from three (3) years prior to the filing of the initial Complaint
7 in this action through the date notice is mailed to a certified class who did not receive payment of
8 all unpaid wages upon separation of employment within the statutory time period.

9 **H. California Class:** All aforementioned classes are herein collectively referred
10 to as the “California Class.”

11 47. There is a well-defined community of interest in the litigation and the classes are
12 ascertainable:

13 **A. Numerosity:** While the exact number of class members in each class is
14 unknown to Plaintiff at this time, the Plaintiff classes are so numerous that the individual joinder of
15 all members is impractical under the circumstances of this case.

16 **B. Common Questions Predominate:** Common questions of law and fact exist
17 as to all members of the Plaintiff classes and predominate over any questions that affect only
18 individual members of each class. The common questions of law and fact include, but are not limited
19 to:

20 i. Whether Defendants violated Labor Code sections 1194 and 1197 by
21 not paying wages at the minimum wage rate for all time that the Minimum Wage Class were subject
22 to Defendants’ control;

23 ii. Whether Defendants violated Labor Code sections 510 and 1194 by
24 not paying the Overtime Class Members at the applicable overtime rate for working in excess of
25 eight (8) hours in a workday, in excess of forty (40) hours in a workweek, and/or seven (7) days in
26 a workweek;

27 iii. Whether Defendants violated Labor Code sections 512 and 226.7, as
28 well as the applicable Wage Order, by employing the Meal Period Class Members without providing

1 all compliant and/or required meal periods and/or paying meal period premium wages;

2 iv. Whether Defendants violated Labor Code section 226.7 by employing
3 the Rest Period Class Members without providing all compliant and/or required rest periods and/or
4 paying rest period premium wages;

5 v. Whether Defendants violated Labor Code section 2802 by failing to
6 provide Indemnification Class Members with reimbursement of costs to compensate them for the
7 necessary expenditures incurred in the discharge of their duties;

8 vi. Whether Defendants failed to provide the Wage Statement Class
9 Members with accurate itemized statements at the time they received their itemized statements;

10 vii. Whether Defendants failed to provide the Waiting Time Class
11 Members with all of their earned wages upon separation of employment within the statutory time
12 period;

13 viii. Whether Defendants committed unlawful business acts or practice
14 within the meaning of Business and Professions Code sections 17200, *et seq.*;

15 ix. Whether Class Members are entitled to unpaid wages, penalties, and
16 other relief pursuant to their claims;

17 x. Whether, as a consequence of Defendants' unlawful conduct, the
18 Class Members are entitled to restitution, and/or equitable relief; and

19 xi. Whether Defendants' affirmative defenses, if any, raise any common
20 issues of law or fact as to Plaintiff and as to Class Members as a whole.

21 C. **Typicality:** Plaintiff's claims are typical of the claims of the class members
22 in each of the classes. Plaintiff and members of the Minimum Wage Class sustained damages arising
23 out of Defendants' failure to pay wages at least at minimum wage for all time the employees were
24 subject to Defendants' control. Plaintiff and members of the Overtime Wage Class sustained
25 damages arising out of Defendants' failure to pay overtime wages for overtime hours worked.
26 Plaintiff and members of the Meal Period Class sustained damages arising out of Defendants' failure
27 to provide non-exempt employees with all required meal periods and/or meal periods that were duty-
28 free and not less than thirty (30) minutes and/or failure to pay meal period premium wages as

1 compensation. Plaintiff and members of the Rest Period Class sustained damages arising out of
2 Defendants' failure to provide non-exempt employees with all required rest periods and/or rest
3 periods that were duty-free and of a net ten (10) minutes. Plaintiff and members of the
4 Indemnification Class sustained damages from Defendants' failure to provide reimbursement of
5 costs to compensate them for the necessary expenditures incurred in the discharge of their duties.
6 Plaintiff and members of the Wage Statement Class sustained damages arising out of Defendants'
7 failure to furnish them with accurate itemized wage statements in compliance with Labor Code
8 section 226. Plaintiff and members of the Waiting Time Class sustained damages arising out of
9 Defendants' failure to provide all unpaid yet earned wages due upon separation of employment
10 within the statutory time limit.

11 D. **Adequacy of Representation:** Plaintiff will fairly and adequately protect the
12 interests of the members of each class. Plaintiff has no interest that is adverse to the interests of the
13 other class members.

14 E. **Superiority:** A class action is superior to other available means for the fair
15 and efficient adjudication of this controversy. Because individual joinder of all members of each
16 class is impractical, class action treatment will permit a large number of similarly situated persons
17 to prosecute their common claims in a single forum simultaneously, efficiently, and without the
18 unnecessary duplication of effort and expense that numerous individual actions would engender.
19 The expenses and burdens of individual litigation would make it difficult or impossible for
20 individual members of each class to redress the wrongs done to them, while important public
21 interests will be served by addressing the matter as a class action. The cost to and burden on the
22 court system of adjudication of individualized litigation would be substantial, and substantially more
23 than the costs and burdens of a class action. Individualized litigation would also present the potential
24 for inconsistent or contradictory judgments.

25 F. **Public Policy Consideration:** Employers throughout the state violate wage
26 and hour laws. Current employees often are afraid to assert their rights out of fear of direct or indirect
27 retaliation. Former employees fear bringing actions because they perceive their former employers
28 can blacklist them in their future endeavors with negative references or by other means. Class

actions provide the class members who are not named in the Complaint with a type of anonymity that allows for vindication of their rights.

FIRST CAUSE OF ACTION

FAILURE TO PAY WAGES FOR ALL HOURS OF WORK AT THE LEGAL MINIMUM

WAGE RATE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197

(Against All Defendants by Plaintiff and the Minimum Wage Class)

48. Plaintiff incorporates all paragraphs above as though fully set forth herein.

49. At all times relevant to this Complaint, Plaintiff and the Minimum Wage Class were hourly non-exempt employees of Defendants.

50. Pursuant to Labor Code sections 1194, 1197, and the Wage Order, Plaintiff and the Minimum Wage Class are entitled to receive wages for all hours worked, i.e., all time they were subject to Defendants' control, and those wages must be paid at least at the minimum wage rate in effect during the time the employees earned the wages.

51. Defendants' policies, practices, and/or procedures required Plaintiff and the Minimum Wage Class to be engaged, suffered, or permitted to work without being paid wages for all of the time in which they were subject to Defendants' control.

52. Defendants employed policies, practices, and/or procedures including, but not limited to:

(a) "Rounding" down or "shaving" Plaintiff's and the Minimum Wage Class's total daily hours at the time of their clock-in and clock-out to the nearest tenth of an hour, to the benefit of Defendants.

53. Plaintiff and the Minimum Wage Class were not paid for this time resulting in Defendants' failure to pay minimum wage for all the hours Plaintiff and the Minimum Wage Class worked.

54. As a result of Defendants' unlawful conduct, Plaintiff and the Minimum Wage Class have suffered damages in an amount subject to proof, to the extent that they were not paid wages at a minimum wage rate for all hours worked.

55. Pursuant to Labor Code sections 1194 and 1194.2, Plaintiff and the Minimum

1 Wage Class are entitled to recover unpaid minimum wage, interest thereon, liquidated damages in
2 the amount of their unpaid minimum wage, and attorneys' fees and costs.

3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF LABOR CODE**

5 **SECTIONS 510 and 1194**

6 **(Against All Defendants by Plaintiff, and the Overtime Class)**

7 56. Plaintiff incorporates all paragraphs above as though fully set forth herein.

8 57. At times relevant to this Complaint, Plaintiff, and the Overtime Class, were hourly
9 non-exempt employees of Defendants, covered by Labor Code sections 510 and 1194 and the
10 Wage Order 16.

11 58. Pursuant to Labor Code section 510 and 1194 and the Wage Order 16, hourly non-
12 exempt employees are entitled to receive a higher rate of pay for all hours worked in excess of
13 eight (8) hours in a workday, forty (40) hours in a workweek, and on the seventh day of work in a
14 workweek.

15 59. Labor Code section 510, subdivision (a), states in relevant part:
16 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one
17 workday and any work in excess of 40 hours in any one workweek and the first eight hours
18 worked on the seventh day of work in any one workweek shall be compensated at the rate
19 of no less than one and one-half times the regular rate of pay for an employee. Any work in
20 excess of 12 hours in one day shall be compensated at the rate of no less than twice the
21 regular rate of pay for an employee. In addition, any work in excess of eight hours on any
22 seventh day of a workweek shall be compensated at the rate of no less than twice the
23 regular rate of pay of an employee. Nothing in this section requires an employer to
24 combine more than one rate of overtime compensation in order to calculate the amount to
25 be paid to an employee for any hour of overtime work.

26 60. Further, Labor Code section 1198 provides,
27 The maximum hours of work and the standard conditions of labor fixed by the commission
28 shall be the maximum hours of work and the standard conditions of labor for employees.
The employment of any employee for longer hours than those fixed by the order or under
conditions of labor prohibited by the order is unlawful.

61. Despite California law requiring employers to pay employees a higher rate of pay
for all hours worked more than eight (8) hours in a workday, more than forty (40) hours in a
workweek, and on the seventh day of work in a workweek, Defendants failed to pay all overtime
wages to Plaintiff and the Overtime Class for their daily overtime hours worked.

62. Specifically, Defendants' employed policies, practices, and/or procedures including, but not limited to:

(a) "rounding" down or "shaving" Plaintiff's and the Overtime Class's total daily hours at the time of their clock-in and clock-out to the nearest tenth of an hour, to the benefit of Defendants. Plaintiff and the Overtime Class were not paid for this time.

63. To the extent that the foregoing unpaid time resulted from Plaintiff and the Overtime Class being subject to the control of Defendants when they worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven days in a workweek, Defendants failed to pay them at their overtime rate of pay for all the overtime hours they worked.

64. As a result of Defendants' unlawful conduct, Plaintiff, and the Overtime Class, have suffered damages in an amount subject to proof, to the extent that they were not paid at their overtime rate of pay for all hours worked which constitute overtime.

65. Pursuant to Labor Code section 1194, Plaintiff, and the Overtime Class, are entitled to recover the full amount of their unpaid overtime wages, prejudgment interest, and attorneys' fees and costs.

THIRD CAUSE OF ACTION

FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF LABOR CODE SECTIONS 512 AND 226.7

(Against All Defendants by Plaintiff, and the Meal Period Class)

66. Plaintiff incorporates all paragraphs above as though fully set forth herein.

67. At all times relevant to this Complaint, Plaintiff, and the Meal Period Class were hourly non-exempt employees of Defendants, covered by Labor Code sections 512 and 226.7 and the Wage Order.

68. California law requires an employer to authorize or permit an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities no later than the end of the employee's fifth hour of work and a second meal period no later than the employee's tenth hour of work. Labor Code sections 226.7, 512; Wage Order 1, §11; *Brinker Rest. Corp. v. Super Ct.*

1 (*Hohnbaum*) (2012) 53 Cal.4th 1004. If the employer requires the employee to remain at the work
2 site or facility during the meal period, the meal period must be paid. This is true even where the
3 employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v. Bradshaw*
4 (1995) 32 Cal.App.4th 968. Labor Code section 226.7 provides that if an employee does not receive
5 a required meal or rest period that “the employer shall pay the employee one additional hour of pay
6 at the employee’s regular rate of compensation for each work day that the meal or rest period is not
7 provided.”

8 69. In this case, Plaintiff and the Meal Period Class worked shifts long enough to entitle
9 them to meal periods under California law. Nevertheless, Defendants employed policies, practices,
10 and/or procedures that resulted in their failure to authorize or permit meal periods to Plaintiff and
11 the Meal Period Class of no less than thirty (30) minutes for each five-hour period of work as
12 required by law. Such policies, practices, and/or procedures included, but were not limited to:

13 (a) failing to authorize or permit Plaintiff and similarly situated employees a second
14 uninterrupted duty-free meal period of no less than thirty (30) minutes for each five-hour period of
15 work as required by law.

16 70. Additionally, Defendants failed to pay Plaintiff and the Meal Period Class one (1)
17 hour of pay at their regular rate of pay for each workday they did not receive all legally required and
18 legally compliant meal periods. Defendants lacked a policy and procedure for compensating
19 Plaintiff and the Meal Period Class with premium wages when they did not receive all legally
20 required and legally compliant meal periods.

21 71. Defendants’ unlawful conduct alleged herein occurred in the course of employment
22 of Plaintiff, and the Meal Period Class and such conduct has continued through the filing of this
23 Complaint.

24 72. Because Defendants failed to provide employees with meal periods in compliance
25 with the law, Defendants are liable to Plaintiff, and the Meal Period Class for one (1) hour of
26 additional pay at the regular rate of compensation for each workday that Defendants did not provide
27 all legally required and legally compliant meal periods, pursuant to Labor Code section 226.7 and
28 the Wage Order.

73. Plaintiff, on behalf of himself, and the Meal Period Class seeks damages and all other relief allowable, including a meal period premium wage for each workday Defendants failed to provide all legally required and legally compliant meal periods, plus pre-judgment interest.

FOURTH CAUSE OF ACTION

**FAILURE TO AUTHORIZE OR PERMIT REQUIRED REST PERIODS IN VIOLATION
OF LABOR CODE SECTION 226.7**

(Against All Defendants by Plaintiff, and the Rest Period Class)

74. Plaintiff incorporates all paragraphs above as though fully set forth herein.

75. At all times relevant to this Complaint, Plaintiff, and the Rest Period Class were employees of Defendants, covered by Labor Code section 226.7 and Wage Order 16.

76. California law requires that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof....” Wage Order 1, §12. Employees are entitled to 10 minutes rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7. Additionally, the rest period requirement “obligates employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that the rest period is not provided.” Wage Order 1, §12; Labor Code section 226.7.

77. In this case, Plaintiff and the Rest Period Class regularly worked shifts of more than three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices, and/or procedures that resulted in their failure to authorize or permit all legally required and compliant rest

1 periods to Plaintiff and the Rest Period Class. Such policies, practices, and/or procedures included,
2 but were not limited to, Defendants' policy, practice, and/or procedure of:

3 (a) failing to authorize or permit Plaintiff and similarly situated uninterrupted, duty-free
4 rest breaks for every four (4) hours worked of major fraction the

5 78. Additionally, Defendants failed to pay Plaintiff and the Rest Period Class one (1)
6 hour of pay at their regular rate of pay for each workday they did not receive all legally required and
7 legally compliant rest periods. Defendants lacked a policy and procedure for compensating Plaintiff
8 and the Rest Period Class with premium wages when they did not receive all legally required and
9 legally compliant rest periods.

10 79. Defendants' unlawful conduct alleged herein occurred in the course of employment
11 of Plaintiff, the Rest Period Class, and the Rest Period Premium Wages Class and such conduct has
12 continued through the filing of this Complaint.

13 80. Because Defendants failed to provide employees with rest periods in compliance
14 with the law, Defendants are liable to Plaintiff, and the Rest Period Class for one (1) hour of
15 additional pay at the regular rate of compensation for each workday that Defendants did not provide
16 all legally required and legally compliant rest periods, pursuant to Labor Code section 226.7 and the
17 Wage Order.

18 81. Plaintiff, on behalf of himself, and the Rest Period Class seeks damages and all other
19 relief allowable, including a rest period premium wage for each workday Defendants failed to
20 provide all legally required and legally compliant rest periods, plus pre-judgment interest.

21 **FIFTH CAUSE OF ACTION**

22 **FAILURE TO INDEMNIFY EMPLOYEES FOR EMPLOYMENT-RELATED** 23 **LOSSES AND EXPENDITURES IN VIOLATION OF LABOR CODE SECTION 2802**

24 **(Against All Defendants by Plaintiffs and the Indemnification Class)**

25 82. Plaintiff incorporates all paragraphs above as though fully set forth herein.

26 83. Plaintiff and members of the Indemnification Class have been employed by
27 Defendants in the State of California. Labor Code section 2802(a) states that "[a]n employer shall
28 indemnify his or her employee for all necessary expenditures or losses incurred by the employee

1 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
2 directions of the employer..." An employer is prohibited from passing the ordinary business
3 expenses and losses of the employer onto the employee. (Labor Code section 2802).

4 84. Defendants violated Labor Code section 2802 by employing policies, practices,
5 and/or procedures of impermissibly passing business-related expenses to Plaintiff and
6 Indemnification Class Members. These policies, practices, and/or procedures included, but were
7 not limited to:

8 (a) Requiring Plaintiff and Indemnification Class Members who work remotely
9 to use or purchase their own tools and/or resources in order to work for Defendants, including but
10 not limited to their cell phone (including both telephone use and cellular data use) for work-related
11 purposes - without reimbursing Plaintiff and Indemnification Class Members for such use.

12 85. The costs incurred by Plaintiff and Indemnification Class Members to use or
13 purchase their own tools and/or resources for their mandatory compliance with Defendants'
14 aforementioned policies, practices, and/or procedures were significant as a result of their
15 employment with Defendants.

16 86. Moreover, Defendants employed policies and procedures which ensured that
17 Plaintiff and Indemnification Class Members would not receive indemnification for all necessary
18 expenditures or losses incurred by them in direct consequence of discharging their duties.
19 Defendants' aforementioned policies, practices, and/or procedures resulted in Plaintiff and
20 Indemnification Class Members not receiving indemnification for employment-related
21 expenditures in compliance with California law.

22 87. Because Defendants failed to indemnify employees for the necessary expenditures
23 incurred in the discharge of their duties, they are liable to Plaintiff and Indemnification Class
24 Members for monies to compensate them for such expenditures or losses pursuant to Labor Code
25 section 2802.

26 88. As a direct and proximate result of Defendants' violation of Labor Code section
27 2802, Plaintiff and Indemnification Class Members have suffered irreparable harm and monetary
28 damages entitling them to both injunctive relief and restitution. Plaintiff, on behalf of himself and

on behalf of the Indemnification Class, seeks damages and all other relief allowable including indemnification for all employment-related expenses as well as ordinary business expenses incurred by Defendants and passed on to Plaintiff and Indemnification Class Members, pursuant to Labor Code section 2802.

89. Pursuant to Labor Code section 2802, Plaintiff and Indemnification Class Members are entitled to recover full indemnification, reasonable attorneys' fees and costs of suit.

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226

(Against All Defendants by Plaintiff and the Wage Statement Class)

90. Plaintiff incorporates all paragraphs above as though fully set forth herein.

91. At all times relevant to this Complaint, Plaintiff and the Wage Statement Class were hourly, non-exempt employees of Defendants, covered by Labor Code section 226.

92. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and the Wage Statement Class were entitled to receive, semimonthly or at the time of each payment of wages, an itemized wage statement accurately stating the following:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement, (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.

93. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to provide accurate wage and hour statements to him and the Wage Statement Class who were subject to Defendants' control for uncompensated time and who did not receive all their earned wages (including meal and/or rest period premium wages) in violation of Labor Code section 226.

1 94. Defendants provided Plaintiff and the Wage Statement Class with itemized
2 statements which stated inaccurate information including, but not limited to, the number of hours
3 worked, the gross wages earned, and the net wages earned.

4 95. Defendants' failure to provide Plaintiff and the Wage Statement Class with accurate
5 wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and
6 the Wage Statement Class with accurate wage statements but intentionally provided wage
7 statements they knew were not accurate. Defendants knowingly and intentionally put in place
8 practices which deprived employees of wages and resulted in Defendants knowingly and
9 intentionally providing inaccurate wage statements. These practices included Defendants' failure to
10 include all hours worked and all wages due (including meal and/or rest period premium wages).

11 96. As a result of Defendants' unlawful conduct, Plaintiff and the Wage Statement Class
12 have suffered injury. The absence of accurate information on their wage statements has prevented
13 earlier challenges to Defendants' unlawful pay practices, will require discovery and mathematical
14 computations to determine the amount of wages owed, and will cause difficulty and expense in
15 attempting to reconstruct time and pay records. Defendants' conduct led to the submission of
16 inaccurate information about wages and amounts deducted from wages to state and federal
17 government agencies. As a result, Plaintiff and the Wage Statement Class are required to participate
18 in this lawsuit and create more difficulty and expense for Plaintiff and the Wage Statement Class
19 from having to reconstruct time and pay records than if Defendants had complied with their legal
20 obligations.

21 97. Pursuant to Labor Code section 226(e), Plaintiff and the Wage Statement Class are
22 entitled to recover fifty (50) dollars per employee for the initial pay period in which a section 226
23 violation occurred and one hundred dollars per employee per violation for each subsequent pay
24 period, not to exceed an aggregate penalty of four thousand (4,000) dollars per employee.

25 98. Pursuant to Labor Code section 226(h), Plaintiff and the Wage Statement Class are
26 entitled to bring an action for injunctive relief to ensure Defendants' compliance with Labor Code
27 section 226(a). Injunctive relief is warranted because Defendants continue to provide currently
28 employed Wage Statement Class members with inaccurate wage statements in violation of Labor

1 Code section 226(a) and currently employed Wage Statement Class members have no adequate legal
2 remedy for the continuing injuries that will be suffered as a result of Defendants' ongoing unlawful
3 conduct. Injunctive relief is the only remedy available for ensuring Defendants' compliance with
4 Labor Code section 226(a).

5 99. Pursuant to Labor Code sections 226(e) and 226(h), Plaintiff and the Wage Statement
6 Class are entitled to recover the full amount of penalties due under section 226(e), reasonable
7 attorneys' fees, and costs of suit.

8 **SEVENTH CAUSE OF ACTION**

9 **FAILURE TO PAY ALL WAGES TIMELY UPON SEPARATION OF EMPLOYMENT**

10 **IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

11 **(Against All Defendants by Plaintiff and the Waiting Time Class)**

12 100. Plaintiff incorporates all paragraphs above as though fully set forth herein.

13 101. At all times relevant to this Complaint, Plaintiff and the Waiting Time Class were
14 employees of Defendants, covered by Labor Code sections 201 and 202.

15 102. An employer is required to pay all unpaid wages timely after an employee's
16 employment ends. The wages are due immediately upon termination or within seventy-two (72)
17 hours of resignation. Labor Code sections 201, 202. If an employee gave seventy-two (72) hours
18 previous notice, they were entitled to payment of all wages earned and unpaid at the time of
19 resignation. *Id.*

20 103. Defendants failed to pay Plaintiff and on information and belief, the Waiting Time
21 Class, with all wages earned and unpaid prior to separation of employment, in accordance with
22 either Labor Code section 201 or 202. Plaintiff is informed and believes and thereon alleges that at
23 all relevant times within the limitations period applicable to this cause of action, Defendants
24 maintained a policy or practice of not paying hourly employees all earned wages (including meal
25 and/or rest period premium wages) timely upon separation of employment.

26 104. Defendants' failure to pay Plaintiff and the Waiting Time Class with all wages earned
27 prior to separation of employment timely in accordance with Labor Code sections 201 and 202 was
28 willful. Defendants had the ability to pay all wages earned by hourly workers prior to separation of

1 employment in accordance with Labor Code sections 201 and 202, but intentionally adopted policies
2 or practices incompatible with the requirements of Labor Code sections 201 and 202. When
3 Defendants failed to pay Plaintiff and the Waiting Time Class all earned wages timely upon
4 separation of employment, they knew what they were doing and intended to do what they did.

5 105. Pursuant to either Labor Code section 201 or 202, Plaintiff and the Waiting Time
6 Class are entitled to all wages earned prior to separation of employment that Defendants have yet to
7 pay them.

8 106. Pursuant to Labor Code section 203, Plaintiff and the Waiting Time Class are entitled
9 to continuation of their wages, from the day their earned and unpaid wages were due until paid, up
10 to a maximum of thirty (30) days.

11 107. As a result of Defendants' conduct, Plaintiff and the Waiting Time Class have
12 suffered damages in an amount, subject to proof, to the extent they were not paid for all wages
13 earned prior to separation of employment.

14 108. As a result of Defendants' conduct, Plaintiff and the Waiting Time Class have
15 suffered damages in an amount, subject to proof, to the extent they were not paid all continuation
16 wages owed under Labor Code section 203.

17 109. Plaintiff and the Waiting Time Class are entitled to recover the full amount of their
18 unpaid wages, continuation wages under Labor Code section 203, and interest thereon.

19 **EIGHT CAUSE OF ACTION**

20 **UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS**
21 **CODE SECTIONS 17200, ET SEQ.**

22 **(Against All Defendants by Plaintiff and the California Class)**

23 110. Plaintiff incorporates all paragraphs above as though fully set forth herein.

24 111. The unlawful conduct of Defendants alleged herein constitutes unfair competition
25 within the meaning of Business and Professions Code section 17200. This unfair conduct includes
26 Defendants' use of policies, practices, and/or procedures which resulted in: failure to pay employees
27 at least at the minimum wage rate for all hours which they worked; failure to pay overtime wages
28 for all overtime hours worked; failure to authorize or permit all legally required and/or compliant

1 meal periods; failure to authorize or permit all legally required and/or compliant rest; failure to
2 indemnify all necessary expenditures or losses incurred in direct consequence of discharging duties;
3 failure to provide accurate wage and hour statements; and failure to timely pay all wages due upon
4 separation of employment. Due to their unfair and unlawful business practices in violation of the
5 Labor Code, Defendants have gained a competitive advantage over other comparable companies
6 doing business in the State of California that comply with their obligations to pay minimum wages
7 for all hours worked; pay overtime wages for all overtime hours worked; authorize or permit all
8 legally required and/or compliant meal periods; authorize or permit all legally required and/or
9 compliant rest periods; indemnify all necessary expenditures or losses incurred in direct
10 consequence of discharging duties; provide accurate wage and hour statements; and timely pay all
11 wages due upon separation of employment.

12 112. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the
13 California Class have suffered injury in fact and lost money or property, as described in more detail
14 above.

15 113. Pursuant to Business and Professions Code section 17203, Plaintiff and the
16 California Class are entitled to restitution of all wages and other monies rightfully belonging to them
17 that Defendants failed to pay and wrongfully retained by means of their unlawful and unfair business
18 practices. Plaintiff also seeks an injunction against Defendants on behalf of the California Class
19 enjoining Defendants, and any and all persons acting in concert with them, from engaging in each
20 of the unlawful policies, practices, and/or procedures set forth herein.

21 **NINTH CAUSE OF ACTION**

22 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
23 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

24 **(Against All Defendants by Plaintiff)**

25 114. Plaintiff incorporates all paragraphs above as though fully set forth herein.

26 115. During Plaintiff's employment and continuing through the present, Plaintiff alleges
27 Defendants violated Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197,
28 2802, and the applicable Wage Orders.

1 116. Specifically, Defendants have committed the following violations of California
2 Labor Code:

3 117. **Failure to pay wages for all hours worked at the legal minimum wage:**
4 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
5 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
6 which includes all time that an employee is under control of the employer and all time the employee
7 is suffered and permitted to work. This includes the time an employee spends, either directly or
8 indirectly, performing services which inure to the benefit of the employer.

9 118. Labor Code sections 1194 and 1197 require an employer to compensate employees
10 for all “hours worked” at least at a minimum wage rate of pay as established by the IWC and the
11 Wage Orders.

12 119. In this case, Plaintiff and other current and former aggrieved California-based hourly
13 non-exempt employees worked more minutes per shift than Defendants credited them with having
14 worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved
15 California-based hourly non-exempt employees all wages at the applicable minimum wage for all
16 hours worked due to Defendants’ policies, practices, and/or procedures including, but not limited
17 to:

18 (a) “rounding” down or “shaving” Plaintiff’s and other current and former
19 aggrieved California-based hourly non-exempt employees’ total daily hours at the time of their
20 clock-in and clock-out to the nearest tenth of an hour, to the benefit of Defendants.

21 120. Therefore, Defendants suffered, permitted, and required Plaintiff and other current
22 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants’
23 control without paying wages for that time. This resulted in Plaintiff and other current and former
24 aggrieved California-based hourly non-exempt employees working time for which they were not
25 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
26 Wage Order.

27 121. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
28 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt

employees. In California, an employer is required to pay hourly employees for all “hours worked,” which includes all time that an employee is under control of the employer and all time the employee is suffered and permitted to work. This includes the time an employee spends, either directly or indirectly, performing services that inure to the benefit of the employer.

122. Labor Code sections 510 and 1194 require an employer to compensate employees a higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

Labor Code section 510.

123. In this case, Defendants failed to pay Plaintiff and other current and former

124. California-based hourly non-exempt employees overtime wages for all overtime hours worked due to Defendants’ policies, practices, and/or procedures including, but not limited to:

(a) “rounding” down or “shaving” Plaintiff’s and other current and former aggrieved California-based hourly non-exempt employees’ total daily hours at the time of their clock-in and clock-out to the nearest tenth of an hour, to the benefit of Defendants.

125. The foregoing policies, practices, and/or procedures resulted in time during each workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt employees were under the control of Defendants but were not compensated. To the extent that the foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved California-based hourly non-exempt employees worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code sections 510 and 1194 and the applicable Wage Order.

126. **Failure to pay wages to hourly non-exempt employees for workdays that**

1 **Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other
2 current and former aggrieved California-based hourly non-exempt employees regularly worked
3 shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

4 127. California law requires an employer to authorize or permit an employee an
5 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
6 all duties and the employer relinquishes control over the employee's activities prior to the
7 employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Order 1 at §11; *Brinker Rest.*
8 *Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee
9 for a work period of more than ten (10) hours per day without providing the employee with a second
10 such meal period of not less than thirty (30) minutes prior to the start of the eleventh hour of work.
11 *Id.* If the employee is not relieved of all duty during a meal period, the meal period shall be
12 considered an "on duty" meal period and counted as time worked. A paid "on duty" meal period is
13 only permitted when: (1) the nature of the work prevents an employee from being relieved of all
14 duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

15 128. If an employer fails to provide an employee a meal period in accordance with the
16 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
17 for each workday that a legally required and compliant meal period was not provided. Labor Code
18 section 226.7; Wage Order 1 at §11.

19 129. In this case, Defendants failed to authorize or permit legally required and compliant
20 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
21 exempt employees due to Defendants' policies, practices, and/or procedures, including but not
22 limited to:

23 (a) failing to authorize or permit Plaintiff and other current and former aggrieved
24 California-based hourly non-exempt employees an uninterrupted duty-free meal period of no less
25 than thirty (30) minutes for each five-hour period of work as required by law;

26 (b) "rounding" down or "shaving" Plaintiff and other current and former
27 aggrieved California-based hourly non-exempt employees clock-in and clock-out for their meal
28 periods to the nearest tenth of an hour; and/or

1 (c) failing to authorize or permit Plaintiff and other current and former aggrieved
2 California-based hourly non-exempt employees a second uninterrupted duty-free meal period of no
3 less than thirty (30) minutes for each five-hour period of work as required by law.

4 130. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
5 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
6 hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each workday that
7 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees did
8 not receive legally required and compliant meal periods, in violation of Labor Code section 226.7.

9 131. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff and
10 other current and former aggrieved California-based hourly non-exempt employees not receiving
11 wages to compensate them for workdays during which Defendants did not provide them with meal
12 periods in compliance with California law.

13 132. **Failure to pay wages to hourly non-exempt employees for workdays that**
14 **Defendants failed to provide legally required and compliant rest periods:** Plaintiff and other
15 current and former aggrieved California-based hourly non-exempt employees regularly worked
16 shifts of more than three-and-a-half (3.5) hours.

17 133. California law requires every employer to authorize and permit an employee a rest
18 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
19 section 226.7; Wage Order 1 at §12. Under California law, "[e]mployees are entitled to 10 minutes'
20 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six
21 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker*
22 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7;
23 Wage Order 1 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period.
24 Wage Order 1 at §12. Additionally, the rest period requirement "obligates employers to permit –
25 and authorizes employees to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.*,
26 (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
27 duties and relinquish control over how employees spend their time. *Id.*

28 134. If the employer fails to authorize or permit a required rest period, the employer must

1 pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday the
2 employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage
3 Order 1 at § 12.

4 135. In this case, Defendants failed to authorize or permit all legally required and
5 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
6 non-exempt employees due to Defendants' policies, practices, and/or procedures including, but not
7 limited to:

8 (a) failing to authorize or permit Plaintiff and other current and former aggrieved
9 California-based hourly non-exempt employees an uninterrupted duty-free rest period of a net ten
10 (10) minutes for shifts worked in the field.

11 Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
12 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
13 hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday
14 they did not receive legally required and compliant rest periods, in violation of Labor Code section
15 226.7.

16 136. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff and
17 other current and former aggrieved California-based hourly non-exempt employees not receiving
18 wages to compensate them for workdays in which Defendants did not provide them with rest periods
19 in compliance with California law.

20 137. **Failure to Indemnify for Losses and Expenditures Incurred as Part of**
21 **Employment:** California law requires that every employer must indemnify its employees for all
22 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at the
23 obedience of the directions of the employer. Moreover, an employer is prohibited from passing the
24 ordinary business expenses and losses of the employer onto the employee. (Lab. Code, § 2802.)

25 138. Defendants have violated Labor Code Section 2802 by failing to indemnify Plaintiff
26 and other current and former aggrieved California-based non-exempt hourly employees' necessary
27 expenditures they incurred in the discharge of their duties. Specifically, Defendants employed a
28 policy, practice, and procedure including, but not limited to:

1 (a) requiring Plaintiffs and other current and former aggrieved California-based
2 non-exempt hourly employees to use or purchase their own tools and/or resources in order to work
3 for Defendants, including but not limited to their cell phone (including both telephone use and
4 cellular data use) for work-related purposes - without reimbursing Plaintiffs and other current and
5 former aggrieved California-based non-exempt hourly employees for such use.

6 (b) requiring Plaintiffs and other current and former aggrieved California-based
7 non-exempt hourly employees to use or purchase their own safety equipment in order to work for
8 Defendants – without reimbursing Plaintiffs and other current and former aggrieved California-
9 based non-exempt hourly employees for such use.

10 139. Moreover, Defendants employed policies and procedures which ensured Plaintiff and
11 aggrieved employees would not receive indemnification for their employment related expenses.
12 This practice resulted in Plaintiff and aggrieved employees not receiving such indemnification in
13 compliance with California law.

14 140. Therefore, Defendants are liable to Plaintiff and aggrieved employees for their
15 employment related expenses, including but not limited to costs related to use of their personal cell
16 phones and costs associated with their uniforms pursuant to Labor Code section 2802.

17 141. **Failure to timely pay earned wages during employment:** In California, wages
18 must be paid at least twice during each calendar month on days designated in advance by the
19 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages earned
20 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
21 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
22 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll
23 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
24 calendar days following the close of the payroll period in which wages were earned. Labor Code
25 section 204(d).

26 142. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to
27 timely pay Plaintiff's and other current and former aggrieved California-based hourly non-exempt
28 employees' earned wages (including meal period premium wages and/or rest period premium

1 wages, minimum wages, and overtime wages), in violation of Labor Code section 204. Defendants'
2 aforementioned policies, practices, and/or procedures resulted in their failure to pay Plaintiff's and
3 other current and former aggrieved California-based hourly non-exempt employees' their earned
4 wages within the applicable time frames outlined in Labor Code section 204.

5 **143. Failure to provide complete and accurate wage statements:** Labor Code section
6 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee
7 his or her wages, the employer must "furnish each of his or her employees ... an itemized statement
8 in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any
9 employee whose compensation is solely based on a salary and who is exempt from payment of
10 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
11 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee
12 is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders
13 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
14 dates of the pay period for which the employee is paid, (7) the name of the employee and his or her
15 social security number, (8) the name and address of the legal entity that is the employer, and (9) all
16 applicable hourly rates in effect during the pay period and the corresponding number of hours
17 worked at each hourly rate by the employee."

18 **144.** As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff
19 and other current and former aggrieved California-based hourly non-exempt employees all wages
20 earned (including meal period premium wages and/or rest period premium wages, minimum wages,
21 and overtime wages) rendered Plaintiff's and other current and former aggrieved California-based
22 hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code section 226.

23 **145. Failure to pay employees all wages due at time of termination/resignation:** An
24 employer is required to pay all unpaid wages timely after an employee's employment ends. The
25 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
26 hours of resignation (Labor Code section 202).

27 **146.** As a derivative of Plaintiff's allegations above, because Defendants failed to pay
28 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all

1 their earned wages (including meal period premium wages and/or rest period premium wages,
2 minimum wages, and overtime wages), Defendants failed to pay those employees timely after each
3 employee's termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

4 147. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee,
5 on behalf of himself or herself and other current or former employees, to bring a civil action to
6 recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code
7 section 2699.3.

8 148. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
9 section 2699.3. On November 21, 2023, Plaintiff filed a PAGA Claim Notice with the LWDA and
10 provided notice to Defendants by certified mail which provided notice of the specific provisions of
11 the Labor Code alleged to have been violated, including the facts and theories to support the
12 violations alleged.

13 149. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
14 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
15 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
16 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
17 to investigate Plaintiff's claims.

18 150. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
19 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510,
20 512, 1194, 1197, and 2802. During Plaintiff's employment and continuing through the present,
21 preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the
22 following amounts:

23 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, 512, and
24 2802; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation
25 and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
26 violation [penalty amounts established by Labor Code section 2699(f)(2)].

27 b. For violations of Labor Code section 226, two hundred fifty dollars (\$250)
28 for each employee for each pay period for the initial violation, and for each subsequent violation,

one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 226.3].

c. For violations of Labor Code section 510, fifty dollars (\$50) for each employee for each pay period for the initial violation, and for each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 558].

d. For violations of Labor Code section 1194 and 1197, one hundred dollars (\$100) for each underpaid employee for each pay period for the initial violation, and for each subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 1197.1].

151. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of reasonable attorneys' fees and costs in connection with his claims for civil penalties

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF ON HIS OWN BEHALF AND ON BEHALF OF THOSE SIMILARLY SITUATED, PRAYS AS FOLLOWS:

ON THE FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH, AND EIGHTH CAUSES OF ACTION:

1. That the Court determine that this action may be maintained as a class action (for the entire California Class and/or any and all of the specified sub-classes) pursuant to Code of Civil Procedure section 382 and any other applicable law;

2. That the named Plaintiff be designated as a class representative for the California Class (and all sub-classes thereof);

3. For a declaratory judgment that the policies, practices, and/or procedures complained herein are unlawful; and

4. For an injunction against Defendants enjoining them, and any and all persons acting in concert with them, from engaging in each of the unlawful policies, practices, and/or procedures set forth herein.

ON THE FIRST CAUSE OF ACTION:

1. That Defendants be found to have violated the minimum wage provisions of the Labor Code and the IWC Wage Order as to Plaintiff and the Minimum Wage Class;
2. For damages, according to proof, including but not limited to unpaid wages;
3. For any and all legally applicable penalties;
4. For liquidated damages pursuant to Labor Code section 1194.2;
5. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 1194, and post-judgment interest;
6. For attorneys' fees and costs of suit, including but not limited to that recoverable under Labor Code section 1194;
7. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 218.6, and post-judgment interest; and
8. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE SECOND CAUSE OF ACTION:

1. That Defendants be found to have violated the overtime provisions of the Labor Code and the IWC Wage Order as to Plaintiff and the Overtime Class;
2. For damages, according to proof, including but not limited to unpaid wages;
3. For any and all legally applicable penalties;
4. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 1194, and post-judgment interest;
5. For attorneys' fees and costs of suit, including but not limited to that recoverable under Labor Code section 1194; and
6. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE THIRD CAUSE OF ACTION:

1. That Defendants be found to have violated the meal period provisions of the Labor Code and the IWC Wage Order as to Plaintiff and the Meal Period Class;
2. For damages, according to proof, including unpaid premium wages;

3. For any and all legally applicable penalties;
4. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 218.6, and post-judgment interest; and
5. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE FOURTH CAUSE OF ACTION:

1. That Defendants be found to have violated the rest period provisions of the Labor Code and the IWC Wage Order as to Plaintiff and the Rest Period Class;
2. For damages, according to proof, including unpaid premium wages;
3. For any and all legally applicable penalties;
4. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 218.6, and post-judgment interest; and
5. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE FIFTH CAUSE OF ACTION:

1. That the Defendants be found to have violated the indemnification provisions of the Labor Code as to the Plaintiff and the Indemnification Class;
2. For damages, according to proof, including unpaid use and/or costs of personal cellphones;
3. For any and all legally applicable penalties;
4. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 2802, and post-judgment interest;
5. For attorneys' fees and costs of suit, including but not limited to that recoverable under Labor Code section 2802; and
6. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE SIXTH CAUSE OF ACTION:

1. That Defendants be found to have violated the provisions of the Labor Code

1 regarding accurate itemized paystubs as to Plaintiff and the Wage Statement Class;

2 2. For damages and/or penalties, according to proof, including damages and/or statutory
3 penalties under Labor Code section 226, subdivision (e), and any other legally applicable damages
4 or penalties;

5 3. For pre-judgment interest and post-judgment interest;

6 4. For an injunction against Defendants enjoining them, and any and all persons acting
7 in concert with them, from engaging in violations of Labor Code section 226, subdivision (a);

8 5. For attorneys' fees and costs of suit, including but not limited to those recoverable
9 under Labor Code section 226, subdivision (e); and

10 6. For such other further relief, in law and/or equity, as the Court deems just or
11 appropriate.

12 **ON THE SEVENTH CAUSE OF ACTION:**

13 1. That Defendants be found to have violated the provisions of the Labor Code
14 regarding payment of all unpaid wages due upon resignation or termination as to Plaintiff and the
15 Waiting Time Class;

16 2. For damages and/or penalties, according to proof, including damages and/or statutory
17 penalties under Labor Code section 203 and any other legally applicable damages or penalties;

18 3. For pre-judgment interest, including under Labor Code section 218.6, and post-
19 judgment interest; and

20 4. For such other further relief, in law and/or equity, as the Court deems just or
21 appropriate.

22 **ON THE EIGHTH CAUSE OF ACTION:**

23 1. That Defendants be found to have violated Business and Professions Code sections
24 17200, *et seq.*, for the conduct alleged herein as to the California Class;

25 2. A declaratory judgment that the practices complained herein are unlawful;

26 3. An injunction against Defendants enjoining them, and any and all persons acting in
27 concert with them, from engaging in each of the unlawful practices, policies and patterns set forth
28 herein;

- 1 4. For restitution to the full extent permitted by law; and
2 5. For such other further relief, in law and/or equity, as the Court deems just or
3 appropriate.

4 **WHEREFORE, PLAINTIFF, ON BEHALF OF HIMSELF AND ON OTHER**
5 **AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:**

6 **ON THE NINTH CAUSE OF ACTION:**

- 7 1. That Defendants be found to have violated the provisions of the Labor Code and the
8 IWC Wages Orders as to the Plaintiff and aggrieved employees;
9 2. For any and all legally applicable penalties during the relevant statute of limitations
10 subject to any permissible tolling, including but not limited to those recoverable under the California
11 Labor Code, including but not limited to section 2699(f);
12 3. For attorneys' fees and costs of suit, including but not limited to those recoverable
13 under California Labor Code section 2699(g); and
14 4. For such and other further relief, in law and/or equity, as the Court deems just or
15 appropriate.

16
17 Dated: July 18, 2025

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

18
19 By: /s/ Alexander J. Aroeste
20 Joseph Lavi, Esq.
21 Vincent C. Granberry, Esq.
22 Win Pham, Esq.
23 Alexander J. Aroeste, Esq.
24 Attorneys for Plaintiff
25 RAUL YANES,
26 on behalf of himself and others similarly situated
27
28

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff RAUL YANES demands a trial by jury for himself and the California Class on all
3 claims so triable.

4
5 Dated: July 18, 2025

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

6
7 By: /s/ Alexander J. Aroeste
8 Joseph Lavi, Esq.
9 Vincent C. Granberry, Esq.
10 Win Pham, Esq.
11 Alexander J. Aroeste, Esq.
12 Attorneys for Plaintiff
13 RAUL YANES,
14 on behalf of himself and others similarly situated
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 8889 W. Olympic Blvd., Suite 200, Beverly Hills, California 90211.

On August 6, 2025, I served the foregoing documents, described as:

• **PLAINTIFF RAUL YANES'S FIRST AMENDED COMPLAINT**

on all interested parties as follows:

Brandon D. Saxon (SBN: 252712)

bsaxon@grsm.com

John E. Solis (SBN: 303917)

jsolis@grsm.com

**GORDON REES SCULLY MANSUKHANI,
LLP**

101 W. Broadway, Suite 2000

San Diego, CA 92101

Telephone: (619) 696-6700

Facsimile: (619) 696-7124

Attorneys for Defendant: BEST DRILLING
AND PUMP, INC.

☒ **(BY ELECTRONIC MAIL)** As follows: I caused such documents to be emailed to the attorneys listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **(STATE)** I declare, under penalty of perjury under the laws of the State of California, that the above is true and correct.

Executed August 6, 2025, at Beverly Hills, California.

/s/ K. Alondra Iglesias
Alondra Iglesias